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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

Payment of Money Recovered for Infant or Lunatic.

WE PRINT elsewhere a new draft Rule which is intended to replace R.S.C., ord. 22, r. 15. Under rule 15, where money or damages are claimed by, or on behalf of, an infant or person of unsound mind not so found, no settlement or compromise is valid without the sanction of the court, and no payment is to be made to the next friend or solicitor unless the judge so directs. In the absence of such direction, any money or damages recovered or awarded are to be paid to the Public Trustee, and are to be applied by him, subject to any special or general directions of the court, in such manner as he shall think fit for the maintenance and education, or otherwise for the benefit of the plaintiff. The rule was introduced in 1909, and has been subsequently amended. The changes in it now proposed extend its operation to cases where the infant or lunatic is suing in conjunction with another person, and make the necessary alterations so as to require the consent of the court to a compromise only so far as the infant or lunatic is concerned. Moreover, the direction as to payment in respect of the claim of the infant or lunatic is extended expressly to money or damages recovered by verdict. And a clause is added empowering the Public Trustee to obtain the directions of the court or a judge as to matters arising in any trust constituted under the rule.

The Careers of Some Law Officers

THE APPROACHING retirement of Sir EDWARD CLARKE from practice at the bar will add one more to the list of Crown Officers who, although attaining high honours in the profession, have not been selected for, or have declined to accept, a seat on the bench. The law officers of the Crown are commonly supposed to have the right to fill any vacancy in the list of

judges who hold the highest rank in the superior courts. The history of the last century will, however, shew that in numerous cases this privilege has been wholly ineffectual. The two most recent cases are those of Sir JOHN GORST, Solicitor General in 1885, and Sir W. HARCOURT, Solicitor-General in 1873–1874; and there are also the cases of Sir JOHN KARSLAKE, Attorney-General under Lord BEACONSFIELD, Sir WILLIAM ATHERTON, Attorney-General 1861–1863, JAMES ARCHIBALD STUART-WORTLEY, Solicitor-General under Lord PALMERSTON in 1856–1857, Sir DAVID DUNDAS, Solicitor-General under Lord JOHN RUSSELL, Sir WILLLIAM HORNE, Attorney-General in 1832, and Sir CHARLES WETHERELL, Solicitor and Attorney-General under Lord ELDON in 1824. These names will shew that the race is not always to those who have successfully accomplished a great part of the course.

Prize-Money.

MR. CHURCHILL announced in the course of his speech last Tuesday on the Naval Estimates that the Board of Admiralty had decided to recommend to the Government the abolition of prize-money. There was, he said, a strong feeling among naval officers that the private enrichment of individuals by acts arising out of warfare is not compatible with the highest conception of the military or naval profession. This seems to be clear, though we imagine the matter could be put on grounds even more elementary, and there was no need to wait for the suggestion to come from the Admiralty. Whether or no the State is justified in violating the rights of private property or not, there can be no doubt that the system of prize-money is morally unjustifiable. Technically, of course, the captured property belongs to the Crown, and the captors receive a share of proceeds by the bounty of the Crown: *The Elsebe* (1804, 5 Ch. Rob. 173). This is regulated by the Naval Agency and Distribution Act, 1864, and by Royal Proclamation or Order in Council made thereunder. But, in fact, the captors take a share of the private property of other persons. Mr. CHURCHILL said that this was not the time to argue the question of the capture or immunity of private property at sea. But we hope that the present decision is only a prelude to the decision of the wider question in the only way consonant with civilization and morality. It should require no great effort on the part of the Government to put an end to the present recognition of capture of private property.

New Trials in the County Court.

WITHIN THE last fortnight two important points relating to county court jurisdiction have been decided, though they depend on the wording of statutes rather than grounds of principle. The first relates to the jurisdiction of a county court judge to grant a new trial where the ground of the application is that there was no evidence to go to the jury. In county court proceedings, unlike High Court proceedings, the judge himself is the tribunal which has authority to grant new trials; just as prior to the Judicature Acts the court *in banc*, and not the Court of Exchequer Chamber, heard motions for new trials relating to a *nisi prius* action before any common law judge. This power was transferred by the Judicature Act, 1873, to the Court of Appeal. Under section 93 of the County Courts Act, 1888, however, the power of the judge to review his own proceedings is strictly limited. On an application for a new trial he cannot either (1) enter judgment for the applicant, or (2) alter the judgment, since by section 93 that judgment is final between the parties: *Robinson* v. *Fawcett* (1901, 2 K. B. 325). The result is that the most he can do is to order a new trial. Now when there is no evidence to go to the jury, the proper remedy on an appeal is not the ordering of a new trial, but the entrance of judgment for the defendant which the county court judge, as we have just pointed out, has no power to do. Hence, he has obviously no jurisdiction to deal with such a case either by granting a new trial or in any other way, and this the Divisional Court has just decided: *Clarke* v. *West Ham Corporation* (1914, W. N. 121).

County Court Practice under the Agricultural Holdings Act.

THE OTHER practice point relates to the jurisdiction of the county court, under a special statute. Under the Agricultural Holdings Act, 1908, claims for compensation in respect of improvements by an agricultural tenant are assessable in certain events by an arbitrator appointed by the Board of Agriculture and Fisheries; and by section 13 (3) the arbitrator is empowered to state a case for the opinion of the county court on a question of law, from the judgment upon which case there is an appeal to the Court of Appeal. Section 30 gives additional jurisdiction either to a county court judge or to a court of summary jurisdiction; it empowers either tribunal to determine certain disputes arising as to distress; but nothing is said of an appeal from the county court judge, although an appeal from the justices to quarter sessions is provided by the statute. The Divisional Court, however, have held that the county court judge in dealing with questions under section 30 of the Agricultural Holdings Act, 1908, must be regarded as exercising his ordinary jurisdiction as a judge of county courts; and the ordinary appeal from his decision exists under section 120 of the County Courts Act, 1888.

The Pleader's Flourish.

A PLEADING is not an affidavit, and allowance must always be made for the appearance in it of what is known as the "pleader's flourish." But after all, a pleading should have some relation to the real facts upon which it is based, and the invention of imaginary facts in order to give an agreeable colour to a statement of claim must be regarded as obsolete. An ingenious attempt, however, to invent a novel legal fiction was made by a pleader, who was rebuked perhaps a little too harshly by AVORY, J., in *Grannell* v. *London & N. W. Railway Co.* (*Times*, 17th inst.). A plaintiff claimed damages under Lord CAMPBELL'S Act, for the death of his son, aged ten years, which he alleged, unsuccessfully as it turned out, to have been caused by the negligence of the defendants. Now, a dependant who claims under Lord CAMPBELL'S Act, may be a parent of the person killed, but he must prove actual "pecuniary loss." Recently, however, there has been a tendency to whittle down to nothing the actuality of the pecuniary loss, a tendency which reached its culmination in the House of Lords decision last year in *Taff Vale Railway Co.* v. *Jenkins* (1913, A. C. 1). In that case the father and mother of a female apprentice, aged fifteen, who, in fact, earned no wages, but rendered her parents some shadowy assistance at home, and might possibly have supported them in their old age, was held entitled to recover, on the ground that there was a reasonable expectation of future benefit to the parents from the high wages she one day would have earned had she lived. Since then, in similar cases, it has been the pleader's aim to find, by hook or crook, some more or less suppositious benefit derived by parents from the loss of a child in order to bring the case within *Taff Vale* v. *Jenkins*. In the present case it was alleged, in the statement of claim, that the deceased child had "lived at home with his parents, assisted them by minding their younger children and in running errands, and his parents looked to him in the future to contribute materially to their support." An ingenious pleading, obviously based on the well-known fiction in actions for seduction, that the parent has lost the services of the seduced daughter, imaginary as such services usually are. Unfortunately, in evidence, it appeared that *the parents had no younger children!* An inconvenient fact, but not really fatal, as legal history abundantly shews, in the case of a mere legal fiction. Without commending novel fictions of this kind, we may suggest that AVORY, J., betrayed some lack of historical and juristic imagination in taking the pleading seriously, and regarding it as almost a piece of moral depravity on the part of the pleader.

The Devolution of a Public Undertaking.

THE DECISION of the Court of Appeal in *Re Woking Urban District Council (Basingstoke Canal) Act*, 1911 (1914, 1 Ch. 300), is a good example of difficulties in dealing with a statutory undertaking, and also of the manner in which the Statute of Limitations can come to the aid of a title to land intrinsically sound, but technically defective. The Basingstoke Canal Co. was formed under a private Act of 1777, and throughout the Act, in conferring rights or imposing obligations, the words "their successors and assigns" were added after references to the company. In

1866 the company was wound-up, and the liquidator, with the sanction of the judge, sold the canal to WILLIAM ST. AUBYN, but the conveyance to him did not purport to pass the undertaking. The company was dissolved in 1878. Subsequently the canal was resold successively to various companies, who carried it on with indifferent success, and ultimately, in March, 1908, it was conveyed to the London and South Western Canal Ltd., who mortgaged it to CARTER, and afterwards went into liquidation. Under the Act of 1777 the original company was liable to repair the bridges, and this duty being unperformed, the Woking Urban District Council (Basingstoke Canal) Act, 1911, was passed, empowering the council to do the work of repair, and to recover the expenses from the "company"—which was defined to mean the original company, their successors and assigns—and the amount so payable by the company was charged upon the canal undertaking. The council claimed that under this Act the expenses incurred by them were recoverable from the London and South Western Canal (Limited) and CARTER, their mortgagee, as successors of the original company, and were also charged upon the canal in their hands; but the Court of Appeal (COZENS-HARDY, M.R., and SWINFEN-EADY and PHILLIMORE, L.JJ.), reversing SARGANT, J., found insuperable difficulties in the way of either the liability or the charge.

Successors and Assigns as Words of Limitation.

THE CLAIM was based on the assumption that the present company was the successor and assign of the original company, but, as the Master of the Rolls pointed out, the words "successors and assigns" are meaningless as words of limitation in a conveyance to a corporation aggregate. The word "assigns," though usual, does not enlarge the estate and it has no conveyancing value (*Brookman* v. *Smith*, L. R. 6 Ex., p. 306), and "successors" is unnecessary, "for that the body never dies (Co. Lit. 94*b*). The original company could not, in fact, assign its undertaking, nor could it assign the canal and its site, without which the undertaking could not be carried on. Hence the conveyance to ST. AUBYN in 1874 passed nothing, and at no time since had there been a company which was entitled to be regarded as the "successor and assign" of the original company. Hence, when the Act of 1911 imposed liability for expenses on the original company, its successors and assigns, it did a vain thing. The defect in the title to the land had, indeed, been cured by the Statute of Limitations. Since nothing passed by the conveyance of 1874, the land remained in the original company, and on its dissolution reverted to the grantors to that company or their successors in title. But their right of entry had long since been barred, so that the land was well vested in ST. AUBYN or his successors in title. These, however, were not the successors to the original company, and were not liable for the expenses which the Act of 1911 purported to impose on such successors, and the terms of the Act equally precluded a charge for these expenses upon the present owners of the site of the canal. They are not the owners of the undertaking, and upon this alone could the expenses be charged. Altogether a very complete tangle arose through the initial mistake in 1874 in effecting a proper transfer of the canal undertaking.

Title by Wrongful Receipt of Rent.

UNDER SECTION 9 of the Real Property Limitation Act, 1833, where land is held under a lease in writing on which a yearly rent of 20s. or upwards is reserved, an adverse receipt of rent by a stranger may give him a title against the lessor, but for this purpose there must be actual receipt of rent; a lessee who simply withholds rent gains no title to the reversion: *Doe* v. *Oxenham* (7 M. & W. 131); *Grant* v. *Ellis* (9 M. & W. 113). And the receipt must be by a person wrongfully claiming the reversion; thus a person who purports to be agent for the true reversioner does not get a title: *Shaw* v. *Keighron* (Ir. R. 3 Eq., p. 578); *Lyell* v. *Kennedy* (14 App. Cas. 437). And it was held in *Layburn* v. *Gridley* (40 W. R. 474) that, where the reversion in premises comprised in a lease had become vested in two persons, A and B, without apportionment of the rent, and A received the whole rent, there was no wrongful claim by him to B's share, so as to give him a title against B. Until apportionment he was entitled to receive the entire rent from the tenant, subject to liability to account to B. The same doctrine has been applied by the Court of Appeal, affirming EVE, J., in *Mitchell* v. *Moseley* (*ante*, p. 118; 1914, 1 Ch. 438). In 1740 a lease of coal was granted for 200 years; in 1791 the reversioners granted part of the lands, and it was held that the conveyance passed the entire lands—as to the minerals, subject to the lease—and not the surface only. The grantees of the part never received any of the mineral rents, and these continued to be received exclusively by the grantors and their successors in title. The successor of the grantees now claimed an apportioned part of the rents, and the Court of Appeal held that she was entitled to it, subject, of course, to the limitation that only six years' arrears could be recovered. Since there had been no apportionment, the receipt of the grantors had not been under any wrongful claim, and no title had been gained under section 9 of the Act of 1833.

Interveners in the Divorce Court.

IT IS interesting to note that the view taken by the President of the Probate Division in *Gilroy* v. *Gilroy* (*Harris intervening*) (reported elsewhere) has been overruled by the Court of Appeal. A husband and wife presented cross petitions for divorce against one another; that of the husband was dismissed and that of the wife granted. Before the decree *nisi* became absolute a stranger to the suit laid before the King's Proctor evidence alleging adultery on the part of the wife, but that officer refused to intervene. The stranger then intervened himself, and on shewing cause in the usual way obtained an order directing an issue to be tried concerning the alleged adultery of the wife. The President, however, subsequently made an order directing the intervener to give security for the wife's costs. It is not easy to see why Sir SAMUEL EVANS conceived he had any jurisdiction to make such an order, and the Court of Appeal reversed it. Two grounds were suggested for it; one based on the fact that a husband can be ordered to give security for his wife's costs before either initiating or defending divorce proceedings to which she is a party. But the husband's liability to give such security is, as the Court of Appeal pointed out, based on the simple principle that the costs of conducting matrimonial proceedings for her own protection is a "necessary" of the wife, and her husband is liable for her necessaries. The case of a stranger clearly bears no analogy to this. The second ground for the President's order was that section 7 of the Matrimonial Causes Act, 1860, and section 2 of the Matrimonial Causes Act, 1878, give the divorce judge a discretion to impose terms upon the granting of an order for intervention. But whatever the effect of this section may be, it obviously cannot empower the court to make an order subsequently to the order for intervention imposing liability for security on the intervener. Once the order for intervention is made without terms, the judge is *functus officio* under the sections quoted; if he were then to direct security he would be reviewing an order of his own which has become *res judicata*.

The Pleading of Illegality.

IT SEEMS to follow from the House of Lords' decision in *North Western Salt Co.* (*Limited*) v. *Electrolytic Alkali Co.* (*Limited*) (Ante p. 331), that there are two different kinds of illegality which may vitiate a contract. One of these arises when the consideration for the promise sued upon is either immoral or prohibited by law as a wholly evil thing, *e.g.*, a contract to keep a mistress, or to pay a debt incurred at some illegal game such as roulette played in a gaming-house. In such a case the action is on the face of it not maintainable, and the court which tries the action must itself take the objection of illegality, whether pleaded or not, and strike out the claim. On the other hand, there are cases where a contract, or part of a contract, is forbidden by law on grounds of public policy; but the question of whether or not it infringes the rules of that policy is one of degree. Examples of such contracts are, (1) those containing a provision making for restraint of trade, and (2) those between an infant apprentice and his master containing a clause not for the infant's benefit. In such cases the question of illegality is not obvious on the face of the contract, but requires much more argument as to the circum-

stances of the parties and the trade which is its subject-matter. Moreover, the whole contract is not necessarily vitiated, even if the particular clause be bad, provided that the clause can be severed from the rest of the contract. In such cases the House of Lords, if we understand their decision rightly, took a different view of the court's duty from that entertained and acted on by the Court of Appeal. The latter court considered that, even in the absence of a pleading alleging illegality, its duty was to consider the legality of a provision in restraint of trade and strike out the claim based thereon. The actual case arose out of a trade combination by which a certain combine obtained a practical monopoly of the sale of vacuum salt, and at the trial the defendants—who had not pleaded illegality—wished to amend their defence and take the plea that such a combination was "contrary to public policy." SCRUTTON, J., refused leave to amend; the Court of Appeal held that he ought not only to have granted it, but to have taken the objection of his own motion; but the House of Lords held that no such duty rested on the trial judge; indeed, that he had no such power nor had the Court of Appeal such power on a mere inspection of the pleadings. Where illegality is a matter of evidence and weighing of circumstance a court cannot, they held, dismiss a claim as illegal merely on a *prima facie* inspection of the pleadings without hearing and considering the evidence.

French and English Law as to the Liability for Injury Done by Ferocious Animals.

THE CASE of *North* v. *Wood*, which came before a Divisional Court early in the year, might have been illustrated by the law of France with regard to animals of evil disposition. In the English case a father allowed his daughter, aged seventeen, who resided with him, to keep in his house a dog which he knew to be savage. The dog belonged to her and she paid for its food and licence out of her own earnings. While so kept in the house it attacked and killed a valuable dog belonging to a third person. The court, dismissing an appeal from the county court judge, held that as the daughter was of a sufficient age to allow of her exercising control over her dog, her father was not responsible for the mischief which it had done. On reference to section 1385 of the Code Civil we find that the owner of an animal or the person using it, while he is so using it, is responsible for any damage done by the animal, whether the animal was under his care or whether he was lost or had escaped, and there is nothing in the section making it necessary to prove knowledge, on the part of the owner, of the savage disposition of the dog. If, however, we go back to section 1384 we find that a father and (after the death of the husband) the mother are responsible for the damage caused by their children under age who live with them. It would seem according to this enactment that the defendant in the English case would have been responsible; and however much we may be disposed to prefer the law of our country, it must be admitted that the French law shews more regard for those who are bitten by dogs, inasmuch as it does not compel them to enter upon a troublesome inquiry as to whether the animal was under the control of the master of the house in which it lived, or whether this control was exercised by some member of the family, an inquiry in which they are not likely to receive much assistance from the defendant.

A Gift "to the Bar."

A RECENT gift of pictures to the "Bar of Paris," which has been gratefully accepted, will bring it to the mind of English barristers that there is no corporate body which could claim to represent the bar of London, or even of the United Kingdom, and to be authorized to receive and secure gifts such as that to which we have just referred. The Inns of Court are not corporations, and no one of these can be said to represent the bar, though they are responsible, in a great measure, for the education and discipline of the profession. The ancient guilds and fraternities of the City of London were a nearer approach to a representation of the members of a particular trade or vocation, but we see few signs of any extension of such representation at the present day. There are, indeed, many unincorporated associations such as clubs, whose committees may, in some measure, be regarded as trustees of property or furniture belonging to the building frequented by the club. But a national corporation representing all the members of a particular profession has yet to be created in this country.

Sales by Administrators.

THE Court of Appeal (COZENS-HARDY, M.R., and BUCKLEY and PHILLIMORE, L.JJ.), have reversed the decision of ASTBURY, J., in *Hewson* v. *Shelly* (57 SOLICITORS' JOURNAL, 717; 1913, 2 Ch. 384), and have held that an administrator, so long as the grant to him remains unrevoked, has power to sell real estate of the deceased and confer a good title on the purchaser, notwithstanding that there is in existence a will of which probate is subsequently granted. The decision of ASTBURY, J., though apparently necessitated by the authorities, was recognized at the time as extremely inconvenient, and a clause overriding it was introduced into the revised draft of the Lord Chancellor's Real Property Bill. But the Court of Appeal have seen their way to discarding the authorities, and to giving a decision grounded on the true principle applicable to the case, and, unless the matter is carried further, legislative interference will not be required. While, however, the decision has everything to recommend it, we imagine that it was not generally expected, and it has only been rendered possible by the Master of the Rolls and the Lord Justices acting with somewhat more independence than usually characterizes the decisions of the Court of Appeal.

GEORGE HEWSON died on the 30th of January, 1899, apparently intestate. In June, 1900, administration was granted to his widow, and in October, 1902, she sold the land—certain land known as Ovington Glebe, Southampton—to Sir JOHN SHELLEY for £3,500. This land was conveyed to him, and he mortgaged it. All the debts had been paid, and one-third of the purchase money was invested as dower for the widow and the remainder was divided among the three co-heiresses of the deceased. At this time and until 1911, when the widow died, it was believed that GEORGE HEWSON had left no will. But on the widow's death, her executor, in looking through her papers, found her husband's will in an envelope at the back of an old writing desk. It was between the back and shelves of some pigeon holes, where it appeared to have been placed by the testator. The will was dated the 24th of April, 1894, and by it the testator left his property to his widow for life, and after her death to his cousin, one of the plaintiffs, whom he exhorted "to hold Ovington Glebe as an heirloom, and on no account to sell it, but should such occur," then the proceeds were to be equally divided among certain persons named. The testator then appointed the plaintiffs his executors. On the 9th of February, 1912, the letters of administration granted to EMMA HEWSON was revoked, and probate of the will was granted to the plaintiffs. The executors brought this action to set aside the sale to Sir JOHN SHELLY. The defendants were Sir JOHN SHELLY and his mortgagees.

The discussion of the question as to the power of the administrator to deal with personal property, where the administration is subsequently revoked and probate granted of a will till then unknown, has hitherto commenced with *Graysbrook* v. *Fox* (1661, 1 Plow. 275), the headnote of which is as follows:—"A makes his will and appoints an executor and dies; the ordinary, without taking notice of the will, commits administration to J. S. before the executor has proved the will; the administrator sells the goods of the deceased, and the executor afterwards proves the will and brings detinue for the goods against the vendee; and adjudged that he should recover, for the probate supersedes the administration *ab initio*, and the sale made under it; but otherwise if it be averred that the sale was made to discharge the funeral expenses or debts, which the executor or administrator was compellable to pay, for there such sale shall be indefeasible for ever." This restriction of the rule that the administrator's acts are avoided *ab initio* by the grant of probate was introduced by WALSH, J., in the course of his judgment as a reasonable qualification of the doctrine which he was enunciating. "Inasmuch as the administrator was compellable [to pay the debts] . . . it is reasonable and no detriment to anyone that the thing done should remain stable and firm without

impeachment." But the general principle appears to have been accepted by the court, and since there was no allegation that the sale was for payment of debts, the executor had judgment for recovery of the goods or the value of the same. And the same rule was applied a hundred years later in *Abram* v. *Cunningham* (1677, 2 Lev. 182), where it was held that a sale by an administrator was void *ab initio* even though the executor of the will, which was unknown at the time of the grant, subsequently renounced probate. "The court," so runs the report, "were strongly of opinion that the administration was void at first, and was not made good by the renunciation of the executor; and, therefore, the sale by the administrator, though made after the renunciation, was void."

The authority of *Abram* v. *Cunningham* (*supra*), was recognized by KAY, J., in *Boxall* v. *Boxall* (27 Ch. D. 220), but in that case no executor had been appointed by the will, and on this ground the rule was excluded; and it was recognized also and the rule applied in *Ellis* v. *Ellis* (1905, 1 Ch. 613), where WARRINGTON, J., said: "I think it is clear law that the grant of letters of administration is wholly void, and that, speaking generally, disposition of the assets by the supposed administrator are void also, the ground of this being that the assets are vested in the executor from the death, and the supposed administrator has no property in them, and no power of dealing with them."

By the Land Transfer Act, 1897, real estate is placed in the same position as personal estate as regards the powers of the personal representatives of the deceased, and in view of the above authorities ASTBURY, J., had clearly no option but to apply the rule enunciated by WARRINGTON, J., and to hold that the sale by the administrator of GEORGE HEWSON was void. But the Court of Appeal have had recourse to a still earlier case than *Graysbrook* v. *Fox* (*supra*), and to logic—though did not Lord HALSBURY once say that the law did not purport to be logical—and have swept away at once *Graysbrook* v. *Fox*, *Abram* v. *Cunningham*, and *Ellis* v. *Ellis*. In *Graysbrook* v. *Fox*, reference is made to a case in the Year Books (7 Ed. 4, Trin. term, 12b), where LITTLETON, J., speaking of probate by an executor after grant of administration, says: "And, sir, the ordinary may well grant administration as he did here do, but by the proving of the will the powers of the administrator are now determined." This was cited by WALSH, J., and obviously he understood it to mean that the powers of the administrator were determined *ab initio*: otherwise it would have been directly at variance with the decision he was giving. It is, however, consistent with the language of the *dictum* that the powers of the administrator are effective until the administration is revoked, and this is the construction which the Court of Appeal have now placed upon it. But the objection raised against *Graysbrook* v. *Fox* is not only that it was mistaken in the application of the earlier authority, but that it was illogical. The decision of the majority of the judges in that case, said the Master of the Rolls, is illogical, because they admitted that a sale by the administrator for the purpose of paying funeral expenses and debts should not be avoided and should remain indefeasible, a principle which it is impossible to reconcile with the theory that a grant of administration was void *ab initio*. Possibly this is one of those cases where the law declined to be logical on the ground of practical necessity. True, what the administrator had done had no strict legal justification, but his payment of debts had relieved the estate of a burden, and to that extent he was to have credit against the estate. In this way the judges of Elizabeth's day avoided the most obvious inconvenience of making the administration void *ab initio*; but that in strictness it must be so void, neither they nor subsequent judges appear to have had any doubt.

But the passing of the Land Transfer Act, 1897, has, as the present case shews, given the matter additional importance. The power of selling real as well as leasehold estate is placed in the hands of the personal representative, and the consequences of holding that a sale by an administrator is liable to be avoided by subsequent probate of a will, whether the property is real or leasehold estate, are very serious. The cases in which this would in fact happen would no doubt be extremely rare, but an element of uncertainty is introduced into all sales by administrators. Instead of waiting for legislation the Court of Appeal have boldly gone back to the true principle embodied in the Year Books—namely, that the grant is good for all purposes of administration while it remains unrevoked. "It seems to me," said the Master of the Rolls, "that the person for the time being clothed by the Court of Probate with the character of legal personal representative is the legal personal representative and enjoys all the powers of a legal personal representative unless and until the grant of administration is revoked or has determined. If this view is not right no person can safely deal with, or accept a title from, an administrator, for it is impossible to prove that there may not be a will." This carries the result that the administrator is entitled to sell as such whether in fact there are debts remaining unpaid or not, for into this a purchaser is not entitled to inquire: *Re Venn and Furze's Contract* (1894, 2 Ch. 101).

There is the further point that the sale by the administrator may be covered by section 70 of the Conveyancing Act, 1881. By that section an order of the court under any statutory or other jurisdiction is not, as against a purchaser, to be invalidated on the ground of want of jurisdiction. The grant of administration was, it was suggested—and the Master of the Rolls approved the suggestion—an order of the court within this provision, and the revocation of the grant could not affect a purchaser. It may be doubted, however, whether there was any want of jurisdiction to make the grant, and the main ground on which the decision was rested is the more satisfactory. The administrator is clothed with his authority by the court, and persons dealing with him are entitled to rely on this authority. Whether by legislation or judicial decision this result was bound to come. The Court of Appeal are to be congratulated on their boldness, which has not left the matter to the dilatory care of the Legislature.

The Bankruptcy and Deeds of Arrangement Act, 1913.

I.

THE Bankruptcy and Deeds of Arrangement Act of last year, which comes into operation on the 1st of April, is the outcome of the report of a Departmental Committee of the Board of Trade, appointed, with Mr. M. MUIR MACKENZIE as chairman, in 1906. It deals in separate parts with bankruptcy and deeds of arrangement: under bankruptcy, the most important provisions are those relating to the summary prosecution of bankruptcy offences (section 1), bankruptcy through gambling or hazardous speculation (section 4), the validity of payments made to a person subsequently adjudged bankrupt (section 10), dealings by a bankrupt with after acquired property (section 11), the bankruptcy of married women traders (section 12), the avoidance of settlements (section 13), and the registration of general assignments of book debts (section 14); and under deeds of arrangement, the requirement of the assent of a majority of the creditors (section 28), the giving of security by the trustee (section 29), and the audit of the trustee's accounts (section 32). It is to the credit of the draftsmanship of the Bankruptcy Act, 1883, that, in the thirty years which have since elapsed, it has only been necessary to pass two amending statutes, the Act of 1890, and that of last year, neither of them very lengthy. At the same time, a considerable number of changes have been made in the principal Act, and the Lord Chancellor has usefully introduced in the House of Lords two Consolidating Bills, one for bankruptcy and the other for deeds of arrangement.

1. BANKRUPTCY.

Summary Prosecution of Offences.—Offences by debtors are enumerated in and made punishable by sections 11 and 13 (maximum penalty two years' and one year's imprisonment respectively) of the Debtors Act, 1869; and section 31 of the Bankruptcy Act, 1883, makes the obtaining credit or trading by an undischarged bankrupt without disclosure of the bankruptcy an offence punishable under the Debtors Act, 1869. Hitherto these offences have only been triable on indictment at assizes or quarter sessions, or, in London, the Central Criminal Court, and

the proceedings have had to be undertaken by the Public Prosecutor. The alternative procedure by summary prosecution is introduced by section 1 of the present Act for all these offences, the maximum penalty on such prosecution being six months, and there is a time limit of one year from the first discovery of the offence by the official receiver or the trustee in bankruptcy, or, if the proceedings are instituted by a creditor, by the creditor, with a maximum of three years from the commission of the offence. And where the prosecution is ordered by the court, and the order is made on the application of the official receiver and based on his report, the proceedings, so long as they are before a court of summary jurisdiction, may be instituted and carried on by the Board of Trade, either by their own officers, or through the official receiver. Section 2 makes a number of changes in the offences by a bankrupt punishable under the Debtors Act, 1869. Where, as is the case with many of the offences specified in section 11, an act or default is an offence unless the jury is satisfied there was no intent to defraud, the onus of proving absence of intent is now thrown on the accused, and the indictment or information need not allege the intent (section 2 (1)). Certain acts are offences if committed within four months before the presentation of a bankruptcy petition. This period is now extended to six months (section 2 (2)), and the acts mentioned in section 11, clauses 13, 14, and 15 of the Debtors Act, 1869, are also made offences if committed between the presentation of the petition and the making of the receiving order (section 2 (3)). The obtaining goods on credit with fraudulent intent, and pawning unpaid-for goods, which are offences under section 11, clauses (14) and (15), but only if committed by traders, are now made general (section 2 (4)). These amendments involve, with others previously enacted, considerable charges in section 11 of the Debtors Act, 1869, and accordingly the section in its final form is printed as the first schedule to the present Act.

Failure to Keep Proper Accounts.—Hitherto the failure to keep proper books of account has only been a ground for suspension or refusal of discharge (Bankruptcy Act, 1890, s. 8). But now such failure by a trader is made an offence punishable under section 11 of the Debtors Act, 1869, if the trader becomes bankrupt, or has a receiving order made against him; but this is subject to the restrictions, (1) that he has failed previously, either by being adjudged bankrupt, or by making an arrangement with his creditors, and (2) that his unsecured liabilities do not exceed £100, or that, in the circumstances of his business, the omission was honest and excusable (section 3). The books of account must be such as "are necessary to exhibit or explain his transactions and financial position in his trade or business, including a book or books containing entries from day to day in sufficient detail for all cash received and cash paid; and where the trade or business has involved dealing in goods, also accounts of all goods sold and purchased, and statements of annual stocktakings (section 3 (3)).

Gambling and Hazardous Speculation.—Gambling and rash and hazardous speculation, which, like the omission to keep books of account, have hitherto only been a ground for the refusal or suspension of discharge, are now, under certain circumstances, made offences punishable under section 11 of the Debtors Act, 1869. The debtor must have been engaged in some trade or business, and there must be liabilities of the trade or business outstanding at the date of the receiving order. Subject to this, it is an offence if the debtor has, within two years before the bankruptcy petition, "materially contributed to or increased the extent of his insolvency by gambling or by rash and hazardous speculation, and such gambling or speculations are unconnected with his business"; also, if between the presentation of the petition and the receiving order he has lost any part of his estate by such gambling or rash and hazardous speculations, or cannot account satisfactorily for the loss of any substantial part of his estate within a year before the petition, or between the petition and the receiving order. But in determining whether any speculations were rash and hazardous, the debtor's financial position when he entered into them is to be taken into consideration: a useful reminder, though, apparently, this is an essential element in such an inquiry. Two years' grace is allowed under the section, and it will not apply where the receiving order is made before the 1st of April, 1916; moreover, a prosecution under it can only be instituted by order of the court.

Obtaining Credit by Undischarged Bankrupts.—As mentioned above, the obtaining credit by an undischargd bankrupt without disclosure of his position has hitherto been an offence punishable under the Debtors Act, 1869; though section 31 of the Act of 1883, which so enacted, did not specify whether it was punishable under section 11 or section 13 of the Act of 1869, and thus left the maximum punishment uncertain until *Re Turner* (1904, 1 K. B. 181), where it was held that the one year limit applied; and the credit must have been to the extent of £20 at least. Section 5 of the present Act repeals section 31 of the Act of 1883, and introduces a new provision, under which the minimum of credit is reduced to £10, and the offence is definitely assigned to section 11 of the Act of 1869, so that the maximum punishment is two years' imprisonment; and the common case of an undischarged bankrupt trading under an assumed name is met by the creation of a new offence also assigned to section 11, namely, where an undischarged bankrupt "engages in any trade or business under a name other than that under which he was adjudicated bankrupt, without disclosing to all persons with whom he enters into any business transaction the name under which he was adjudicated bankrupt."

[*To be continued.*]

Reviews.

Seton's Judgments.

FORMS OF JUDGMENTS AND ORDERS IN THE HIGH COURT OF JUSTICE AND COURT OF APPEAL, HAVING ESPECIAL REFERENCE TO THE CHANCERY DIVISION, WITH PRACTICAL NOTES. By THE LATE HON. SIR H. W. SETON, sometime one of the Judges of the Supreme Court of Calcutta. SEVENTH EDITION. By ARTHUR ROBERT INGPEN, K.C., FREDERICK TURNER BLOXAM, one of the Registrars of the Supreme Court of Judicature, and HENRY G. GARRETT, of the Chancery Registrar's Office, Solicitor. IN THREE VOLUMES. Stevens & Sons (Limited). £6.

The book which has become famous as Seton on Judgments was first published in 1830 as "Forms of Decrees in Equity"; the sixth edition appeared in 1901, so that some twelve years has been the life of an edition, and there has been no falling off in the utility or practical need for the work. How a book so confined in its range to the peculiar business of equity should have borne on its title page the name of an Indian judge is at first sight somewhat of a mystery; but it was explained recently in the *Law Quarterly Review* (July, 1913.) Henry Wilmot Seton was educated at Westminster and Trinity College, Cambridge, where he graduated in 1807; he was called to the bar at Lincoln's Inn in 1809 and practised, or attempted to practise, at 21, Old Square. John Cam Hobhouse (afterwards Lord Broughton)—we are quoting from Mr. W. A. Peck's contribution to the *Law Quarterley Review*—saw him in 1829 and entered in his diary:—"Walked to Lincoln's Inn. Saw Bickersteth and Seton. The latter just where I left him many years ago, the same small room, no sign of progress in his profession. Yet here is a clever man, a college prizeman, an excellent scholar, a painstaking person, surpassed by hundreds of inferior capacity. Is it for want of luck or self-confidence?" But whatever lack there may have been of tangible marks of progress, Seton was just then on the point of producing his great work; and whether rewarded at the time or not, he must have given himself diligently to the practical side of equity business. Reward came in another way, and in 1838 he was appointed to an Indian judgeship. He died ten years later on board ship on his voyage home, and was commemorated in the Prologue to the Westminster Play of that year in some touching lines from the pen of the late Dean Liddell which Mr. Peck quotes.

Since its original publication "Seton" has been in the hands of many editors, and has been the indispensable companion alike of judges, of registrars, and practitioners. One of the fundamental distinctions between law and equity was in the ability of equity to mould its decrees to suit the circumstances of the case. Law could give a judgment, but it must be single and direct; it could not adapt itself to all the nice adjustments that require to be made when complications arise over settlements or mortgages. When equity had once obtained jurisdiction, it fully justified itself by this flexibility in its decrees, and the Judicature Acts have done nothing to diminish the distinction in this respect between law and equity. Whether it is administration, or specific performance, or redemption, the rights of the parties have to be worked out with careful attention to every detail, and "Seton" furnishes the precedents of the manner

in which this has to done. It is the book which the practitioner first consults to ascertain the remedy at which he should aim; and it is the book which guides the final result of the litigation.

But of course the forms of judgment are but one part of the work. The notes to the forms constitute an invaluable commentary on equity practice and an inexhaustible guide to the authorities, and they have been carefully brought up to date. One may be tempted sometimes to inquire whether the matter is presented in the most suitable arrangement, or whether the practice could not be collected in a manner less diffuse. Possibly it could, but to do so might be inconsistent with the real plan of the work; according to this the forms are the leading feature; the notes are only subsidiary; and relating the book thus, we do not know that we would have it altered. For practical purposes "Seton" has in each successive edition been of great utility, and in the present edition it will be equally indispensable in the Chancery Division and to all who have business there.

Books of the Week.

Real Property.—Principles of the Law of Real Property. By the late JOSHUA WILLIAMS. 22nd Edition. Re-arranged and partly re-written by his son, T. CYPRIAN WILLIAMS, LL.B., one of the Conveyancing Counsel to the Court. Sweet & Maxwell (Limited). 21s.

Jurisprudence.—Judicial Review, February 7th, 1914. W. Green & Son.

Land Transfer.—Methods of Land Transfer. Being Eight Lectures delivered at the London School of Economics in May and June, 1913. By Sir CHARLES FORTESCUE BRICKDALE, Barrister-at-Law, Registrar of the Land Registry. Stevens & Sons (Limited). 6s.

Bankruptcy.—The Bankruptcy and Deeds of Arrangement Act, 1913. Reprinted from the *Accountant*. Gee & Co. 1s. net.

Deeds of Arrangement.—Abstract of the Act as to Deeds of Arrangement Act, 1913. By an Incorporated Accountant. Gee & Co. 9d. net.

Correspondence.

Admission of Women as Solicitors.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—Under the heading "Solicitors Bills in Parliament," in your last issue, I notice you include the Solicitors (Qualification of Women) Bill, introduced by Mr. Hills, a Bill to remove the disqualification of women to be admitted as solicitors.

As Mr. Hills is a member of the Council of the Law Society, and is good enough to act as its mouthpiece in Parliament, I should like to know whether this Bill is either directly or indirectly supported by the Council or any of its members. I cannot think, having regard to the part the Council took in the recent litigation, that this can be so; but it would be a relief to be assured that in this case Mr. Hills is acting in his individual capacity, and not as a representative of the Council, though even then, I venture to think, it is a matter for regret that he, upon whom we have so largely to depend to protect our interests in Parliament, should, in this important matter, hold a brief, so to speak, for the other side.

What is the Council going to do? Is it going to oppose this ridiculous Bill *vi et armis*, or is it going to sacrifice the profession on the present-day altar of "sentimentality gone mad," a disease which Roosevelt told us quite truly, this nation suffers from badly?

With the judicial statistics before us, and referred to on the same page of your last issue, I think the rank and file of the profession are beginning to expect something more practical from the Council than law lectures and law schools. They would like to see something done to improve their chances of making bread and butter out of their profession; something whereby the constant inroads upon its whilom privileges was checked, and above all things, that Mr. Hills will be opposed at every stage of his attempt to open the doors of an already overcrowded profession, to a parcel of women however "clever."

March 14. ENQUIRER.

In the House of Commons, on Wednesday, in reply to Mr. Pretyman, the Chancellor of the Exchequer said: Instructions have been given that provisional valuations of agricultural land affected by Mr. Justice Scrutton's recent judgment should remain open for the present, and that Mr. Justice Scrutton's decision should be carried to appeal; and if there is any case in which such a demand has been made it must have been done in error. Further directions to guard against this possibility are now being issued.

CASES OF THE WEEK.

House of Lords.

WILLIAM BROTHERS *v.* **ED. T. AGIUS (LIM.).** 16th and 27th Feb.

SALE OF GOODS—RESALE BY BUYERS—NON-DELIVERY BY ORIGINAL SELLER—RISE IN PRICE—DAMAGES FOR BREACH OF CONTRACT—MEASURE OF DAMAGE.

In 1910 *the respondents sold coal by contract to the appellants at* 16*s.* 3*d. a ton c.i.f. Genoa, to be shipped every two months, one cargo to be shipped in November,* 1911. *In October of that year, the appellants sold the expected cargo to one Ghiron at* 19*s. a ton c.i.f. Genoa. Two notes were sent to Ghiron, the first by the broker and the second by the appellants. The second note stipulated that the appellants were under no obligation to deliver coal unless they received a cargo from the respondents. In November,* 1911, *the respondents became afraid they would be unable to ship the cargo as promised, and they bought the same cargo from Ghiron and paid him for it. Default having been made by the respondents in shipping the November cargo, and the price of coal having at the immediate date risen to* 23*s.* 6*d. per ton, the appellants claimed to be entitled to recover from the respondents the difference at which they bought,* 16*s.* 3*d., and the market price,* 23*s.* 6*d.*

The Court of Appeal (Hamilton, L.J., *dissenting*) *held that the broker's note, and not the sale note, governed the contract, and that in the circumstances the appellants were entitled to recover from the respondents only the difference between* 16*s.* 3*d. and* 19*s. a ton. The appellants appealed.*

THE HOUSE, *after consideration, allowed the appeal, and restored the judgment of Bailhache, J., who had held that the appellants were entitled, notwithstanding the sale to Ghiron, to recover from the respondents the difference between* 16*s.* 3*d. and* 23*s.* 6*d. per ton.*

Decision of Court of Appeal (29 *T. L. R.* 516) *reversed.*

Appeal by Williams Bros. from a decision of the Court of Appeal which reversed a judgment of Bailhache, J., in an award stated in the form of a special case by an umpire appointed under the arbitration clause contained in a written contract dated the 25th of June, 1910, and made between Messrs. Williams Bros., of Hull and Genoa, and Messrs. E. T. Agius (Limited), of London and Hull. The question in dispute arose out of a contract whereby E. T. Agius (Limited) agreed to sell to Williams Brothers coal by monthly instalments to be delivered at Genoa at 16s. 3d. a ton c.i.f. A monthly instalment was not shipped, and the question was whether Williams Bros. were entitled to recover in the circumstances fully appearing from the judgment of the Lord Chancellor the difference between 16s. 3d. and the then market price, 23s. 3d., or only the difference between 16s. 3d. and 19s., at which price the appellants had resold, as contended by the respondents, the difference in the two prices being £1,631 5s. claimed by the appellants or £618 15s. as maintained by Agius & Co.

THE HOUSE took time for consideration.

Lord HALDANE, C., in giving judgment, said that the respondents sold to the appellants six cargoes of a certain coal to be shipped every two months in 1911. It was as to one of these cargoes, which was to be shipped in November, that the dispute arose. The price was to be 16s. 3d. per ton net, c.i.f. Genoa, orders to be given on signing bill of lading on certain terms. The point to be decided related to the cargo which the respondents failed to ship, and was, What damages were payable by the respondents to the appellants on the facts as stated by the umpire in his award in an arbitration? The umpire, having found the breach of contract, found further the following among other facts:—That at the date of the breach the market price of the coal was 23s. 6d.; that about the 28th of October, 1911, the appellants sold, through one Colonna, their agent at Genoa, a cargo of coal to one Ghiron on the terms of a sale note of that date, which he would call the broker's note, at the price of 19s. per ton, and that the intention of the appellants was to resell to Ghiron the November cargo to be delivered to them by the respondents, and that they appropriated this cargo to their contract with Ghiron. That about the 31st of October, 1911, the appellants sent to Ghiron a sold note dated the 28th of October, 1911. That about the 28th of November in the same year Ghiron sold to the respondents the cargo referred to in the broker's and sold notes at 20s. a ton, and by indorsement on the sold note ceded all his rights and liabilities under the contract with the appellants for £225, being 20s. per ton, or 1s. per ton above the price which they had agreed to pay to the respondents. The contention of the appellants before the umpire and in this House was that the true measure of damages was 7s. 3d. per ton, being the difference in price between 16s. 3d., the contract price, and 23s. 6d., the market price at the date of the breach; 4,500 tons at 7s. 3d. amounted to £1,631 5s. The contention of the respondents was that the true measure of damages was 2s. 9d. per ton, being the difference between 16s. 3d., the contract price, and 19s., the price of the coals sold by the appellants to Ghiron; 4,500 tons at 2s. 9d. amounted to £618 15s. After careful consideration he had arrived at the conclusion that the view taken by the majority of the Court of Appeal was wrong. No doubt it must be taken that the appellants intended to resell the coal under the Colonna sale note to Ghiron. But

what difference could that make? No property in the cargo had passed to them. Their right remained in contract, and was a right to damages. It appeared to him to have *prima facie* remained intact, and if *Rodocanachi* v. *Milburn* (18 Q. B. D. 67) was correctly decided it was quite clear what they were entitled to claim. No doubt if they had assigned their contract to Ghiron, and Ghiron had in his turn assigned it to the respondents, the appellants' right would have been extinguished. But there was no finding to that effect in the award, and if he were at liberty to look for such a result outside the award he would be of opinion that on the materials before the House it was impossible to hold that such an assignment had been made. For these reasons he thought that the judgment of Bailhache, J., should be restored with costs there and below.

Lords DUNEDIN, ATKINSON, MOULTON, and PARKER gave judgment to the like effect.—COUNSEL, for the appellants, *Adair Roche*, K.C., and *T. Cuthbert*; for the respondents, *Leck*, K.C., and *Norman Raeburn*. SOLICITORS, *Ince, Colt, Ince, & Roscoe*, for *A. M. Jackson & Co.*, Hull, for the appellants; *Loudess & Co.*, for the respondents.

[Reported by ERSKINE REID, Barrister-at-Law.]

Court of Appeal.

GILROY *v.* **GILROY (HARRIS INTERVENING).** No. 1. 27th Feb.

DIVORCE—PRACTICE—INTERVENTION BY MEMBER OF THE PUBLIC—WIFE'S COSTS—NO JURISDICTION TO ORDER INTERVENER TO GIVE SECURITY FOR SUCH COSTS—MATRIMONIAL CAUSES ACT, 1860 (23 & 24 VICT. C. 144), S. 7—MATRIMONIAL CAUSES ACT, 1878 (41 & 42 VICT. C. 19), S. 2.

The practice of the Divorce Division to require a husband to give security for his wife's costs of a divorce suit is based entirely on the common law right of the wife to pledge her husband's credit for "necessaries" supplied to her. The court has no jurisdiction to order any person who intervenes under the Matrimonial Causes Act, 1860, *s.* 7, *to prevent a decree* nisi *being made absolute, to give security for the wife's costs of an issue directed to be tried when once such intervention has been directed, without any terms as to costs having been imposed.*

Appeal from a decision of Evans, P., upon a motion in a divorce suit. In January, 1911, Gilroy presented a petition for divorce, alleging that his wife had been guilty of adultery with an unnamed co-respondent. In December Mrs. Gilroy filed a cross-petition. The petitions coming on together in July, 1913, the wife's was undefended, and a decree *nisi* was made in her favour. Shortly afterwards, at the instance of the husband, the King's Proctor's intervention was sought, but refused. On the 27th of August, 1913, Harris, a member of the public, intervened, and alleged that Mrs. Gilroy had been guilty of adultery. On the 24th of November the court directed the issue raised by Harris' allegation to be tried. On the 9th of December the wife made an application that Harris should give security for her costs of the issue. Evans, P., made the order asked for, but gave leave to appeal. The intervener appealed, and counsel on his behalf relied on *Wilson* v. *Wilson* (2 Hagg. Cons. Rep. 203), *Ottoway* v. *Hamilton* (3 C. P. D. 393), and *Re Wingfield and Bleu* (1904, 2 Ch. 665). THE COURT allowed the appeal.

COZENS-HARDY, M.R., having stated the facts, which, he said, were somewhat unusual, proceeded: Bargrave Deane, J., on the 24th of November made an order for the trial of the issue raised by Harris. No terms were imposed on that occasion, no collusion was suggested, and no terms were even asked for as a condition precedent for going to trial. Afterwards there was an application by the wife that the intervener should give security for her costs, not based on any evidence of lack of means or anything of that sort, but upon the settled practice of the Divorce Court as between husband and wife. The application came before the President, who ordered the intervener to give security, but, thinking the matter needed consideration, gave leave to appeal. It was the settled practice to compel the husband to give security for the costs of his wife, whatever might be the result of the action. The authorities which had been cited were plain, and satisfied him that the practice originated when the wife at common law had no separate property of her own. It shocked judges that a wife should be called on to pay costs when she had, and could have, not a penny of her own. The court, however, in relief of the husband, said that he should not be obliged to pay his wife's costs from day to day, but ordered him to give security for her costs. The practice was finally settled in the Common Pleas in *Ottoway* v. *Hamilton* (3 C. P. D. 393), the cases being based on the implied authority of a wife to pledge her husband's credit for necessaries. Counsel for the wife had not contended that an intervener was in the same position as a husband, but that, looking at the Matrimonial Causes Act, 1857, *s.* 60, and the Act of 1873, *s.* 2, the court had power to impose terms as to costs upon an intervener. But the present was not an appeal from Bargrave Deane, J.'s, order directing the issue to be tried, but from another order made after intervention was directed. In his lordship's opinion there was no justification in either of those sections for any such order as had been made. Though Mr. Harris might be made liable to pay costs as the result of his intervention, the court had no jurisdiction to make any order requiring him to give security for the wife's costs, and the appeal must be allowed.

BUCKLEY and PHILLIMORE, L.JJ., delivered judgment to the same effect, the latter referring to *Ellyatt* v. *Ellyatt* (3 Sw. and Tr., at p. 508).—COUNSEL, *Hume-Williams*, K.C., and *R. F. Bayford*; *Harvey Murphy*. SOLICITORS, *Faithfull & Owen*; *Charles Russell*.

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

THE EARL OF DYSART AND ANOTHER *v.* **HAMMERTON & CO.**
No. 1. 12th, 13th, 16th, and 17th Feb.; 6th March.

FERRY—DISTURBANCE—NEW TRAFFIC—OPENING OF PUBLIC PARK ON RIVER BANK—DECLARATION OF TITLE TO ANCIENT FERRY AS FOUNDATION OF CONSEQUENT RELIEF—INJUNCTION AGAINST DISTURBANCE.

The plaintiffs claimed to be entitled to an ancient ferry across the River Thames, and there was evidence of the existence of a point to point ferry for over 200 *years. The defendants in* 1906 *established a new ferry about a quarter of a mile lower down the river, in order to meet a demand to cross from the towpath to public grounds which had recently been acquired and opened on the other side of the river.*

Held (Buckley, L.J., *dissenting*), *that, upon the evidence, the plaintiffs were entitled to the franchise of a ferry from point to point, and that the traffic carried by the defendants' ferry was not substantially a new traffic, but largely a colourable diversion from the plaintiffs' ferry. An injunction, therefore, was granted against disturbance.*

Decision of Warrington, J., *reversed.*

The court ought not to make any declaration of right except as a basis for consequent relief, where the right has been infringed.

Appeal from a decision of Warrington, J. (reported 57 SOLICITORS' JOURNAL, 501), dismissing the action, except so far as the plaintiffs claimed a declaration of right. The action was brought by the Earl of Dysart and his lessee, W. J. Champion, claiming to be entitled to an ancient ferry, known as Twickenham ferry, for the carriage of foot passengers and their goods from and to Twickenham, to and from a point on the Surrey shore, from which there was public access by footpath to Ham and Petersham, and complaining that the defendants had disturbed their ferry by establishing another about 500 yards lower down the river. In 1903 the London County Council, in co-operation with local public bodies, with the view of preserving the view from Richmond Hill, purchased the Marble Hill estate on the Middlesex bank of the river, and laid it out as a public park, also acquiring the towpath on the Surrey bank from Richmond to a point above the plaintiffs' ferry, which they turned into a public promenade. The defendants, who were licensed to let boats, commenced in 1906 to ferry people across to and from Marble Hill from and to a point on the towpath opposite, and carried large numbers during the summer months. Warrington, J., held that the plaintiffs had established their title, and made a declaration in their favour, but held that they failed in their action on the ground that the defendants' ferry carried a traffic which was substantially new in character, and met a genuine demand for further public facilities. The plaintiffs appealed, and the defendants entered a cross-appeal on the question of the plaintiffs' title.

THE COURT allowed the appeal (Buckley, L.J., dissenting).

COZENS-HARDY, M.R., in giving judgment, said that two questions arose for decision. In the first place, had the plaintiff the franchise right he claimed, and in the second place, was the defendants' ferry justified and prevented from being a disturbance by reason of the existence of a new traffic. It had been proved that boats had been used beyond living memory, and probably for at least 200 years, to convey passengers on payment of 1d. or ½d., to and from "an accustomed place" on the plaintiffs' land on the Surrey shore from and to a place on the Middlesex side, to which certain highways led. From the point on the Surrey shore marked B on the plan, access would be obtained to Ham-street, an ancient highway, either by a footpath across the plaintiffs' land, or by the towing-path. It was not essential to shew that either of these modes of access were ancient highways, though the long continued public usage would justify such a finding. It was sufficient to shew that the plaintiff could and did give the persons using the ferry access to a public highway, viz., Ham-street. If that were all, his lordship thought the court would presume a lost grant from the Crown of a ferry. Such a grant involved an exclusion of the general public; it was, in short, a monopoly, justified in the public interest by the provision for crossing the river at all times. The difficulty was to find any trace in the early deeds and documents produced by the plaintiff of any such right. His lordship then discussed the documents of title relating to the plaintiffs' claim, and came to the conclusion, though with some hesitation, that a lost grant of a point to point ferry might be presumed. Assuming that, he thought it might be disturbed by a ferry from another point in Twickenham to a point in Petersham, close to the borders of Ham. Here the new ferry was only about 500 yards from the old ferry, and the evidence satisfied him that it diverted traffic which would otherwise have gone to the ancient ferry. It had been held, however, that a monopoly was created for the convenience of the public, and ought not to be so extended as to become an inconvenience, and so the owner of a franchise had no exclusive right to carry what was substantially a new traffic: *Newton* v. *Cubitt* (12 C. B. N. S. 58). The difficult question in the present case was whether there was a new traffic to justify the defendants' ferry. His lordship then dealt with the facts concerning the purchase of Marble Hill Park by the London County Council, and

the turning of the towpath into a place of public promenade, and, continuing, said that the ancient ferry had always been used to a large extent for purposes of pleasure, by the same class of persons as those who used the defendants' ferry. The mere fact that the latter would be convenient to persons living 500 yards away from the ancient ferry was not of itself sufficient. With great respect, he was unable to concur with the view of the learned judge below, that there was a new and different traffic, and he thought, therefore, the plaintiff was entitled to relief, but expressed no opinion as to how, if at all, the defendant might so far modify his arrangements as not to infringe the injunction. If the view of Warrington, J., was correct, his judgment, so far as it contained a declaration that the plaintiff was entitled to a franchise ferry from A to B, ought not to stand. A declaratory decree ought not to be made by the court where the declaration was asked for as a foundation for a substantive relief which failed. The dismissal of the action was not a decision adverse to the plaintiffs' title to a franchise ferry. The order of the court would be to discharge the order of Warrington, J., except so far as the declaration of plaintiffs' title was concerned, and to grant an injunction restraining the defendants from disturbing the plaintiffs in the enjoyment of their ancient ferry, with costs against the defendants.

BUCKLEY, L.J., in a long dissenting judgment, dealt first with the leading authorities on the subject. There could be no public ferry between points, to one of which the public had no right of access: *Huzzey* v. *Field* (2 C. M. & R. 432, 442). The ferry existed only in respect of persons using the right of way, and the questions whence they came and whither they went were irrelevant to the exercise of the right. If persons were substantially, and not colourably, carried over to a different place, there was no disturbance, and if public convenience required a new passage at such a distance from the old ferry as made it a real convenience to the public, its proximity to the old one was not actionable: *Newton* v. *Cubitt* (12 C. B. N. S. 58, 60). It was unreasonable to require people who wanted to go to a different place to go out of their way in order to use the ancient ferry: *Tripp* v. *Frank* (4 T. R. 68). Turning to the facts of the case, his lordship thought that, assuming the plaintiffs' title to a franchise ferry, either from point to point or from vill to vill, was good, yet entirely new conditions had been created by the acquisition for the public of Marble Hill and the long strip of land adjoining the river on the Surrey side, and that the public convenience required a new passage across the river. There was not, he thought, sufficient evidence of the existence, before that date, of a public right of way along the Surrey shore from Richmond to Eel Pie Island. He agreed with the other members of the court that, assuming the action ought to have been dismissed, the learned judge below ought not to have made a declaration of the plaintiffs' title. His lordship then discussed the plaintiffs' documents of title, and came to the conclusion that the ferry which had been shown to have existed since 1692 was not a franchise ferry, but a ferry established by Lord Dysart's predecessors in title which was their property, and to which they gave passengers access. It was unnecessary to invoke the presumption of a lost grant, for the right long enjoyed was not unexplained. If that was the nature of the ferry, no monopoly was created, and on the documents he thought that was the correct view. The declaration in the judgment ought, therefore, to be struck out, and the plaintiffs' appeal dismissed.

PHILLIMORE, L.J., delivered judgment in accordance with that of the Master of the Rolls, observing that in his opinion the documents were consistent with this being an ancient ferry. The ferryman had never been required to be a licensed waterman, but he was expected to, and did, ferry people at any hour of the day or night. He thought that all other persons but those who wanted to enter Marble Hill Park, helped to disturb the ferry, and therefore an injunction ought to be granted.—COUNSEL, *P. O. Lawrence*, K.C., and *Gurdon; Hon. M. M. Macnaughten*. SOLICITORS, *Horne & Birkett; Withers, Bensons, Birkett*, and *Davies*.

[Reported by H. LANGFORD LAWIS, Barrister-at-Law.]

FOWKE *v.* **BEVINGTON.** Astbury, J. 12th Feb.

EVIDENCE—ANCIENT BOOK—ADMISSIBILITY—RECOGNISED AUTHORITY.

An ancient book written in the seventeenth century was held not to be admissible in evidence in an action to obtain a declaration that certain property formed part of the parish church, the defence being that the property really formed part of what had been a conventual building.

This was an action brought by the incumbent and one churchwarden of a certain church in Worcestershire for a declaration that the ground formerly occupied by certain buildings, which consisted of choir, aisles and transepts, formed part of the ground appendant to the parish church. The defendant alleged that the buildings had been conventual buildings, and did not admit that any portions thereof had ever formed part of the parish church. The plaintiffs sought to put in evidence an ancient book which was admittedly a well-known, recognized, and standard authority on the subject of Worcestershire—namely, Habington's Survey of Worcestershire—in order to shew of what buildings the parish church consisted in the seventeenth century.

ASTBURY, J.—I cannot admit the book in evidence in this case.—COUNSEL, *Russell*, K.C., and *Errington; Cave*, K.C., *Hansell*, and *J. A. Price*. SOLICITORS, *Brooks, Jenkins, & Co.; Calder, Woods, & Pethick*, for *Lambe, Carless, & Son*, Hereford.

[Reported by L. M. MAY, Barrister-at-Law.]

High Court—Chancery Division.

Re LOCKE & SMITH (LIM.), WIGAN *v.* **THE COMPANY.** Eve, J. 24th Feb.

COMPANY—DEBENTURE STOCK—DEBENTURE TRUST DEED—REMUNERATION OF TRUSTEES—APPOINTMENT OF RECEIVER—PRIORITY—CONTINUANCE OF REMUNERATION.

By a debenture trust deed it was provided that the trustees, upon the security becoming enforceable, should hold the premises upon trust for conversion, and should hold the moneys to arise therefrom upon trust to pay or retain their costs and expenses, including their own remuneration, and to pay the balance to the debenture stockholders, and it was provided that the trustees' remuneration should be paid during the continuance of the security.

Held, that the trustees were entitled to their remuneration in priority to the debenture stockholders, but that such remuneration did not continue after the appointment of a receiver.

Re Piccadilly Hotel (Limited) (1911, 2 *Ch.* 534) *applied.*

This was an adjourned summons asking whether the trustees of a debenture trust deed were entitled to remuneration, and, if so, to what extent. The defendant company had issued debenture stock charged on the assets of the company, and secured by a trust deed dated the 14th of April, 1897. In July, 1911, a receiver and manager was appointed, and the assets had been sold and the surplus proceeds of sale paid into court. By clause 13 of the trust deed it was provided that the trustees, upon the security becoming enforceable, should hold the premises on trust for conversion, and, by clause 19, should hold the moneys to arise from such conversion upon trust in the first place to pay or retain costs and expenses, including therein their own remuneration, and to apply the balance in or towards payment of the debenture stockholders. By clause 38 the company should in every year during the continuance of the security pay to the trustees by way of remuneration for their services the sum of £105. The trustees claimed to be entitled to a lien for their remuneration in priority to the debenture stockholders, and also that such remuneration continued after the appointment of a receiver.

EVE, J.—Two questions arise on this summons: (1) Whether the trustees of the debenture trust deed are entitled to any remuneration; and (2) what is the extent of such right. Trustees of debenture trust deeds are, as a rule, purely ornamental and nominal. They resort to the court as soon as any difficulty or responsibility arises, and seeing how quickly the court supersedes them by the appointment of a receiver, I should hesitate to give them any remuneration except where there was a perfectly clear contract to that effect. The case of *Re Accles (Limited)* (51 W. R. 57), where remuneration was not allowed out of the mortgaged property, commends itself to me on principle. But I am precluded from following it by the decision of Swinfen Eady, J., in *Re Piccadilly Hotel (Limited)* (1911, 2 Ch. 534), where clause 18 of the trust deed was similar to clause 13 in the present case. The learned judge there treats clause 18 as being really a declaration of trust of the surplus proceeds of sale, however arising. I cannot read clause 18 without coming to the conclusion that he puts a construction on that clause which binds me in construing clause 13 in the present case. I cannot do otherwise than adopt that construction, and hold, therefore, that the trustees have a paramount lien on the fund for their remuneration. Then comes the question whether the remuneration ought to continue after the appointment of a receiver. The trust deed says that the remuneration shall be paid during the continuance of the security, and it is said that there are still funds to be administered. But there is not here, as there was in *Re Piccadilly Hotel*, an express clause that the remuneration should be paid whether or not a receiver should have been appointed. That decision proceeded on the footing of *Debenture Corporation* v. *Uttoxeter Brewery*, cited in Palmer's Company Precedents, 11 ed., vol. 3, p. 820, but in the latter case where there was no such express provision, remuneration was only given up to the appointment of a receiver. It seems to me monstrous that trustees should receive remuneration after being freed from obligation and responsibility. There may be cases where such remuneration on account of services rendered might be properly allowed, but that is not the case here, and if I were to allow the remuneration I should be imposing on the debenture stockholders an obligation to pay it. The trustees, therefore, are only entitled to remuneration up to the appointment of the receiver, and not afterwards.—COUNSEL, *Sheldon; Austen-Cartmell*. SOLICITORS, *W. Kemp Welch; Wigan, Champernowne, & Prescott*.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

PALLISER *v.* **MAYOR, &c., OF DOVER AND THE DOVER HARBOUR BOARD.** Joyce, J. 19th, 20th, 23rd, 24th, and 25th Feb.

LEASE—RESTRICTIVE COVENANT—COVENANT NOT TO DEMISE ADJOINING LAND FOR ERECTION OF OTHER THAN SPECIFIED BUILDINGS, SUCH BUILDINGS NOT TO EXCEED CERTAIN HEIGHT—TENANCY AGREEMENT—ERECTION OF BANDSTAND—NO AUTHORITY IN TENANCY AGREEMENT—CONSTRUCTION OF COVENANT—NO BREACH OF COVENANT.

The plaintiff was the owner and occupier of certain leasehold premises in C. Crescent, which, in 1842, had been the subject of a demise for a term of ninety-nine years by the predecessors in title of the D. Harbour Board, whereby the lessors covenanted not, during the continuance of the term, to demise or lease any part of the ground between C. Crescent and the sea for the erection of any building other than public baths, with or without libraries, nor suffer any such building to be erected thereon to exceed the height of 15 ft. 7 in. In 1880 a band-

stand was erected on the land which had been laid out as public gardens, and in 1893 an agreement was entered into between the board and the corporation for a yearly tenancy of the gardens. In 1911 the corporation executed improvements in the gardens, and erected a new bandstand on the site of the old, exceeding the height of 15 ft. 7 in. In an action by the plaintiff for a mandatory order to remove the bandstand,

Held, that upon the true construction of the covenant contained in the lease of 1842, the board's predecessors had covenanted only not to demise the land in question for the erection of other than the specified buildings, and not to permit such buildings, if erected, to exceed the height of 15 ft. 7 in., and that there was no covenant not to permit any buildings erected thereon to exceed that height; and that there being no evidence that the board had leased, for the purpose of, or authorized the erecting of, the bandstand, there had been no breach of the covenant.

This was an action by the plaintiff, the owner and occupier of certain leasehold premises situate in Camden-crescent, Dover, for an injunction to restrain the defendant corporation and the Dover Harbour Board from erecting, or permitting to be erected or to remain erected, any buildings upon the land between Camden-crescent and the sea to a greater height than 15 ft. 7 in. above the ground floor of the centre houses in Camden-crescent, and for an order that the defendant corporation and defendant board pull down and remove the bandstand erected upon the gardens opposite Camden-crescent. Camden-crescent consists of ten houses built on freehold land which belonged to the predecessors of the Dover Harbour Board, and was demised by them on a ninety-nine years' lease in the year 1842. By this demise the predecessors of the Harbour Board covenanted that they, "their successors or assigns, shall not, nor will at any time or times during the continuance of the term hereby granted, demise or lease all or any part of the ground between Camden-crescent aforesaid and the sea for the erection of any building or buildings whatsoever other than public baths, with or without reading-rooms or libraries, nor permit or suffer any such building, or any part of any such building, to be thereon erected which shall be of a greater height than 15 ft. 7 in. above the ground floor of the centre houses in Camden-crescent aforesaid." The land in front of Camden-crescent was at this time waste land, but was subsequently laid out as public gardens, known as Camden-gardens, and in 1880 a bandstand was erected therein. In the year 1893 an agreement was entered into between the Harbour Board and the corporation for a tenancy from year to year of the gardens at a nominal rent, but no lease was, in fact, granted, and no mention of the restrictive covenant was contained in the agreement. In 1905 the plaintiff, who had resided for some years at No. 5, Camden-crescent, purchased the remainder of the lease of these premises. In 1911 it was decided by the corporation to alter the gardens and carry out certain improvements for the benefit of the public, including the erection of a new bandstand. At this time Sir William Crundall was Mayor of Dover, and also chairman of the Harbour Board. In 1911 the old bandstand was removed from Camden-gardens, and a new bandstand erected without any plans thereof being submitted to the board, though an arrangement was made between the corporation and the board that, on the completion of the improvements in the gardens, a ninety-nine years' lease would be granted to the corporation instead of the existing annual tenancy. In 1911 the plaintiff complained of the new bandstand exceeding the height of 15 ft. 7 in. in breach of the covenant in the lease of 1842, and instituted this action against the corporation for an injunction as stated, and subsequently, by amendment, against the Harbour Board. At the trial it was contended on behalf of the plaintiff that the covenant, properly construed, prohibited any demise for the purpose of the erection of any building or buildings to exceed the specified height; that the benefit of this covenant passed to the plaintiff; that, in the circumstances, the board must be presumed to have authorized what was done by the corporation, and that the corporation must be presumed to have had constructive notice of the restriction. For the defendant corporation it was argued that, upon the true construction of the covenant, there had been no breach by the corporation; that they were purchasers for value without notice of the restriction, which was not enforceable by the plaintiff against them. For the board it was contended that there had been no breach of the covenant by the board, inasmuch as they had not authorized the erection of the bandstand, that they could not be compelled to enforce the covenant in favour of the plaintiff as against the corporation; that they had not permitted or suffered the corporation to do what was complained of, and that the plaintiff had suffered no damage. *Kemp* v. *Bird* (5 Ch. Div. 975), *Ashby* v. *Wilson* (1900, 1 Ch. 66), *Brigg* v. *Thornton* (1904, 1 Ch. 386), *Austerberry* v. *Oldham Corporation* (29 Ch. Div. 750), and other cases were referred to.

JOYCE, J., giving judgment, said: If in the plaintiff's lease there had been a simple covenant by the board or their predecessors not to permit any building other than those mentioned to be erected, and not to permit any other building in Camden-gardens to exceed the height of 15 ft. 7 in., as at present advised, I apprehend I should have had little difficulty in holding that the benefit of that covenant passed to the plaintiff, and the burden devolved upon the corporation, although only tenants from year to year, and I think that if the relief to which I thought the plaintiff was entitled was not obtainable without it, there is no reason why the board should not be compelled, if necessary, to give notice to terminate the tenancy. Possibly I might have found a way to have ordered a reduction of the height of the bandstand. But we must examine the terms of the covenant, which, whether bargained for or not, was considered necessary for the protection of the lessee. What was intended by the parties to the covenant I can only find from the terms of the lease itself, and although a person looking casually at it might, at first sight, have thought its meaning to be wider than it turns out to be, yet, having read it, I am bound to construe it literally and strictly. Having in mind the cases which have been cited, I take the literal meaning of the words to be that the board would not demise any part of the land for the erection of any building other than public baths, with or without libraries, &c., nor permit or suffer any part of such buildings, when erected, to exceed the height of 15 ft. 7 in. On the true construction that covenant extends only to buildings for the erection of which the board is entitled to demise, and I cannot, on examination, find any covenant by the board not to permit any building whatever to exceed that height. Since 1842 there have been many decisions on covenants not to let for certain purposes, and in cases of such covenants it has been decided by the Court of Appeal that, although the lessor may have covenanted not to let land for a particular purpose, yet, unless it is so expressed in the covenant, he may use the land himself for that purpose. It is also decided that when a landlord is bound not to let for a particular purpose, and has let to a tenant with a covenant not to use the land for that purpose, still, if the tenant commits a breach of the covenant, the landlord is not bound to take proceedings to enforce it for the benefit of the original covenantee. Here what has happened is this: the plaintiff is lessee of a house in Camden-crescent, and on returning from an absence finds the corporation allowed by the board to erect, not one of the permitted buildings, but a bandstand on the land between his house and the sea, exceeding 15 ft. 7 in. in height. It has been done, and the board have not prevented it. There can be no doubt that the board knew all about it, Sir W. Crundall being chairman, and also the mayor, who gave the order. It is clear that the corporation were not entitled to do what they did—namely, remove the old bandstand and erect a new—without the consent of the board. The important question is, what had the board to do with the erection of the bandstand? Under the decisions I have mentioned the board might have erected the bandstand themselves to any height they liked, but this they have not done. If they had authorized the corporation beforehand to erect it, the question arises, would that have been a letting for the purpose of erecting. The board certainly allowed it to be done without objection until it was completed, for it is clear they did not, and could not, authorize it by the agreement of 1893. They took no steps to protect the lessee. I have been compelled, under protest, to listen to evidence to shew what a benefit the new bandstand is, and how much better it is for the plaintiff that the trees are cut, that the complaint is trivial, and other matters, but what arrangement or understanding there was between the board and corporation has not been elicited. As a matter of fact, this action, no blame to those who framed it, has been based on a misconception of the true construction of the covenant, and the case made is not the case in the statement of claim. There has been no evidence of any arrangement between the board and corporation, or whether the board did affect to authorize what was done. It is not proved whether they did authorize it or not; what they certainly did was to stand by and allow their tenant to do what they could not have authorized by an instrument of demise. I am not sure there was not some understanding between the board and corporation, though the precise legal position was probably not present to the minds of either party, so that I attribute nothing dishonourable to anyone. If, however, the board did not authorize the building at the time, I doubt whether they can now legally do so, or whether the corporation, now having notice, could take advantage of authorization. The corporation acted illegally if no authorization was given, but it is not proved that any was given, and I think the board could not have authorized the erection of the bandstand, though they might have erected it themselves. On the whole I am compelled to come to the conclusion that the plaintiff has not succeeded in proving that there has been any breach of the covenant, though I suspect there has been something like it. I am therefore compelled to dismiss the action, but do so without costs.—COUNSEL, for the plaintiff, *Cunliffe*, K.C., and *Johnston Edwards*; for the Dover Corporation, *Tomlin*, K.C., and *Uthwatt*; for the Harbour Board, *Hughes*, K.C., and *J. G. Joseph*. SOLICITORS, *Withers, Pollock, & Crow*; *Sharpe, Pritchard, & Co.*, for *R. E. Knocker*, Dover; *Mowll & Mowll*.

[Reported by R. C. CARRINGTON, Barrister-at-Law.]

HONG-KONG AND CHINA GAS CO. *v.* GLEN. Sargant, J. 20th Feb.

COMPANY—CONTRACT TO ALLOT TO VENDOR OR HIS NOMINEES FULLY-PAID SHARES ON EACH INCREASE OF CAPITAL—PART OF CONTRACT FOR SALE TO THE COMPANY OF THE CONCESSION—VALIDITY—JOINT STOCK COMPANIES ACT, 1856 (19 & 20 VICT. C. 47), SS. 5 AND 61—COMPANIES ACT, 1862 (25 & 26 VICT. C. 89), SS. 8 AND 38—COMPANIES (CONSOLIDATION ACT, 1908 (8 ED. 7, C. 69), SS. 3 AND 123.

A contract by a newly formed company to allot to the vendor to the company or his nominees in fully-paid shares one-fifth of each increase of share capital in the company is not wholly invalid and bad altogether, but merely imposes an obligation on the company to allot such shares, if demanded, on the vendor paying for them. The company cannot be compelled on such a contract to allot such shares as fully-paid without consideration, and the vendor to the company must accordingly pay the nominal price of such share capital if he wishes to take it up.

Held, accordingly that the agreement was good in so far as it created an obligation to allot to the vendor or his nominees one-fifth of the increased capital from time to time, but bad so far as it purported to relieve the allottee from liability to pay up all or any part of the nominal amount of such share capital.

Re Wragg (1897, 1 *Ch.* 796) *distinguished and explained.*

This was an action in which the question (*inter alia*) was raised as to whether the vendor of property to a limited company could validly stipulate, not only for the satisfaction of the purchase price in fully-paid shares forming part of the existing nominal capital of the company, but also for further fully-paid shares on future increases of the company's nominal capital; and whether, if there was an obligation binding on the company to allot such fully-paid shares, this obligation extended to allotting them without payment therefor. The company was an old one, incorporated under the Joint Stock Companies Act, 1856 (19 & 20 Vict. c. 47), and the amending Acts, but it was admitted that the language of the material provisions of those Acts, though not identical with that of the Companies Act of 1862 (25 & 26 Vict. c. 89), had substantially the same effect. By article 8 of the contract between the company and the concessionaire, the company agreed that, if and whenever the amount of the plaintiff company's paid-up capital should be increased above the sum of £20,000, the company would allot to the concessionaire, his executors, administrators, or assigns such further number of shares as should be equal to one-fifth part of the increased capital so from time to time actually paid up beyond the said sum of £20,000, and would pay to him or them, or to the nominees of him or them, a sum equal to the nominal amount of the shares so allotted to him or them, which sum or sums so paid should from time to time be immediately applied in paying up in full the shares so allotted; and by article 10 would issue gratis proper certificates specifying that the shares had been fully paid up, and would do all things necessary for vesting the shares legally and effectually in the concessionaire, his executors, administrators, assigns or nominees. The company was very prosperous. It was contended that if the courts would enforce such a contract as this, it would in fact be forcing the company, for a fixed present consideration, to issue an indefinite amount of future share capital from time to time upon the terms that all liability thereon for calls should be at once extinguished without any contemporaneous payment by the allottees. The cases of *Re Wragg* (1897, 1 Ch. 796), *Ooregum Gold Mining Co. of India* (*Limited*) v. *Roper and Others* (1892, A. C. 125), *Re Innes & Co.* (*Limited*) (1903, 2 Ch. 254), *Re Barongah Oil Refining Co., Arnot's case* (36 Ch. D. 703), and *Re Almada & Tirito Co., Allen's case* (38 Ch. D. 415) were cited. It was also argued that the contract contained in article 8 must be either given full effect to or set aside altogether. *Cur. adv. vult.*

Sargant, J., in a considered judgment, said: Although the language of the material sections of the Joint Stock Companies Act, 1856, differs slightly from that of the corresponding provisions of the Companies Act, 1862, no material distinction between the two sets of provisions has been pointed out; and it has been practically conceded that *Ooregum Gold Mining Co. of India* v. *Roper* (1892, A. C. 125), and other like decisions under the Act of 1862, apply equally to companies incorporated under the Act of 1856. Although clause 8 of the agreement does not in terms provide that the shares should be issued at a discount or as fully paid up, it does not tend less to contravene the statutory provisions as to the capital of companies than if it had provided in terms for the issue of fully-paid shares. The second part of clause 8 amounts to a contract for the contemporaneous absolution and discharge of the allottee from his prima-facie statutory liability to pay the nominal value of his shares in money. Although (see *Re Wragg*, 1897, 1 Ch. 796) a shareholder can effectually contract to discharge that liability by (*inter alia*) the transfer of property, though such property was not the full equivalent of the cash liability on the shares, I cannot accede to the defendants' contention that the transfer of the concession, though made once and for all in 1862, was a sufficient equivalent in kind, not only for the discharge of the liability on the first 400 shares, but also for the discharge of the liability on a fifth of any increase of capital at any future time issued to the vendor. A declaration must be made that article 8 is good so far as it creates an obligation to allot to the vendor, his executors, administrators, or assigns one-fifth of the increased capital from time to time, but bad so far as it purports to relieve the allottee or allottees from liability to pay up all or any part of the nominal amount of such share capital.—Counsel, *Younger*, K.C., *Martelli*, K.C., and *R. H. Hodge; Gore Browne*, K.C., and *W. Gordon Brown*. Solicitors, *Gush, Phillips, Walters & Williams; Lyell & Betenson.*

[Reported by L. M. May, Barrister-at-Law.]

High Court—King's Bench Division.

WHITE AND ANOTHER *v.* **PAINE.** Pickford, J. 25th Feb.

Will—Tenant for Life—Remainderman—Deer—Consumable Things—Gift Over—Validity of.

A herd of tame deer was bequeathed to trustees for the use of the person for the time being entitled to the occupation of certain real estate, and after her death to the use of the person who should then under the will become entitled to the estate. The tenant for life had from time to time purchased fresh deer to improve the stock for the purpose of maintaining the herd. On the trial of an interpleader issue, where the execution creditor of the tenant for life claimed the deer as belonging to the class of things quæ ipso usu consumuntur,

Held, that the tenant for life was not the absolute owner of the herd, and the fresh purchases became subject to the trusts of the will.

Trial of an interpleader issue arising out of an execution levied by the sheriff of Essex at the instance of one Paine, who had obtained judgment against the Countess of Warwick. The sheriff had seized a herd of tame deer at Easton Park, of which Lady Warwick, the execution debtor, was tenant for life under the will of Lord Maynard, who died in 1865. By the will a herd of deer was left to the trustees to the use of Lady Warwick for life, and after her death to the use of the person who should become entitled to the Easton Park estate under the will. From time to time Lady Warwick had purchased fresh deer for the purpose of improving the stock, and maintaining the herd. It was contended on behalf of the execution creditor that the gift over after a life estate was void, as the deer did not form part of a stock in trade, and further, that if the gift over was good it could only apply to such of the deer as were the descendants of the original herd existing at the date of the will.

Pickford, J., in the course of his judgment, said the will of Lord Maynard was made in 1843, and the last codicil in 1861, and it was therefore fairly clear that all the deer that were then in existence had since died. It was admitted that if animals like deer bred, the offspring belonged to the owner of the dam. The case was, however, complicated by the fact that other deer had been introduced to improve the herd. The first point was concluded by a decision of Bacon, V.C., in *Maynard v. Gibson* (1876, W. N. 204), where it was held with reference to this very herd that the deer in the park did not belong to the tenant for life absolutely, but that she was only entitled to the reasonable use and enjoyment of them, as in the case of farming stock. He thought it his duty to follow that decision, and if it was wrong it must be set right by the Court of Appeal. That decision was not cited in Theobald on Wills, and perhaps it was opposed to the statement at p. 647 of the seventh edition, to the effect that, "Things *quæ ipso usu consumuntur* cannot be given over unless they form part of a stock in trade," but that depended upon whether or not deer could be said to be "things *quæ ipso usu consumuntur.*" *Maynard* v. *Gibson* (*sup.*) was cited in Jarman on Wills without disapprobation. On the other point, as the deer were left to be enjoyed, along with the mansion-house, the testator obviously intended that the tenant for life should keep up the herd, and as the purchases of fresh deer had presumably been made in the discharge of an obligation to maintain the herd, they became subject to the trusts of the will, and the parentage of the existing deer became immaterial. There would be judgment for the claimants.—Counsel, *Hon. M. Macnaghten; Giveen.* Solicitors, *G. B. Laurence & Co.; Langford & Redfern.*

[Reported by Leonard C. Thomas, Barrister-at-Law.]

MASKELL *v.* **HORNER.** Rowlatt, J. 21st Feb.

Mistake—Payment of Money—Mistake of Fact—Payment under Protest—Liability.

To recover money paid under a mistake of fact there must have been a mistake going to the supposed liability, and to recover money paid under protest there must have been an involuntary payment to avoid some immediate inconvenience, and notice given that the payer was not intending to give up his right.

The plaintiff, who carried on business as a dealer in produce at 32, Lamb-street, in the neighbourhood of Spitalfield's Market, claimed from the defendant, who was the lessee of the market, an account and repayment of the tolls on produce sold at 32, Lamb-street, and paid by the plaintiff to the defendant under protest for the purpose of avoiding a threatened seizure of the plaintiff's goods by the defendant, and under a mistaken belief that the defendant had the right to exact such tolls.

Rowlatt, J., in the course of his judgment, said the plaintiff's case was that the money had been wrongly paid, but it did not necessarily follow from that that it was recoverable. The principles, both as to payment under mistake of fact and payment under protest, were well settled. To recover money paid under mistake of fact there must have been a mistake going to the supposed liability: *Kelly* v. *Solari* (9 M. & W. 58); *Aitken* v. *Short* (1 H. & N. 215). To recover money paid under protest there must have been an involuntary payment to avoid some immediate inconvenience, and notice given that the payer was not intending to give up his right: *Valpy* v. *Manley* (1 C. B. 602). From the evidence it appeared that the plaintiff at first refused to pay, but then paid because he found that others were paying. There was no mistake about that. The plaintiff doubtless inferred that there was a liability to pay, but that was not precise enough. There must be a mistake as to the fact on which liability depended, and to say that he paid because he found other people were paying was not enough. As to the payment under protest, he (the learned judge) was not satisfied that the protests went to principle rather than amount. One witness said that as time went on protests were raised so regularly that the matter became a joke. There would be judgment for the defendant.—Counsel, *Schwabe*, K.C., and *Branson; Upjohn*, K.C., and *Lord Tiverton.* Solicitors, *H. E. Tudor; Edward Betteley.*

[Reported by Leonard C. Thomas, Barrister-at-Law.]

WILCOX *v.* **WALLIS CROWN CORK AND SYPHON CO. (LIM.).** Div. Court. 2nd March.

County Court—Practice and Procedure—Appeal by Next Friend of Infant—Security for Costs.

An infant plaintiff by her next friend brought an action in the county court under the Employers' Liability Act, 1880, *when judgment was given for the defendants. The plaintiff by her next friend gave notice*

of appeal, and the defendants applied to the Divisional Court for an order for security of costs, giving evidence on affidavit that the next friend would be unable, if unsuccessful, to pay the defendants' costs. Counsel for the plaintiff contended that the court should look into the merits, and, if they thought there were reasonable grounds for the appeal, should not order security.

The court, following Swain *v.* Follows & Bate (Limited) (18 *Q. B. D.* 585), *without examining into the merits, made an order for security of costs.*

An infant plaintiff, by her next friend, brought an action against the defendants under the Employers' Liability Act, 1880, when judgment was given for the defendants. The plaintiff having given notice of appeal to the High Court, the defendants moved a Divisional Court for an order that the plaintiff or her next friend should be ordered to give security for costs of the appeal, on the ground that if the appeal were unsuccessful the plaintiff's next friend had no means to pay the defendants' costs. The defendants contended that a next friend without such means should be ordered to give security, and they cited *Swain* v. *Follows & Bate (Limited)* (18 Q. B. D. 585). The plaintiff contended that the Divisional Court should see whether there were reasonable grounds for the appeal, and if there were they should not make an order for security for costs. Counsel cited *Pritchett* v. *Poole* (76 L. T. Rep. 472) in support of their proposition.

LUSH, J.—I think there ought to be security for costs in this case. In *Swain* v. *Follows & Bate* (18 Q. B. D. 585) the next friend of an infant brought an action under the Employers' Liability Act, 1880, in the county court of Manchester. There was judgment for the defendants. The defendants were unable to get payment of their costs. Then the next friend entered an appeal, and the defendants asked, as they have done here, that the next friend should give security for costs. The court in that case made an order for security for costs on two grounds: First, that the next friend was insolvent; and secondly, on the ground that the next friend was not in the same position as the injured person herself. The facts here are precisely similar. This was an action under the Employers' Liability Act, 1880, and judgment was given for the defendants. And here the plaintiff, by her next friend, seeks to appeal. I think we should make the same order here as was made in that case of *Swain* v. *Follows & Bate (Limited)* (*ubi sup.*). It is quite clear from the affidavit that the next friend in this case has not the means to pay the costs if unsuccessful. There will be an order for £10 security.

ATKIN, J.—It was contended here by counsel for the plaintiff that there is a practice in the Divisional Court that whenever an appellant to that court has reasonable grounds for his appeal, the court will not order security, whatever his financial position may be; and the case of *Pritchett* v. *Poole* (76 L. T. Rep. 472) was cited in support of that proposition. The power to order security for costs is derived from ord. 59, r. 17 of the Rules of the Supreme Court. Subsequent to the decision in *Pritchett* v. *Poole* (*ubi sup.*) the practice has been well established in the Court of Appeal to order security for costs, even where a poor person is appealing, if it is shewn that he will be unable to pay the costs if unsuccessful: see *Hall* v. *Snowdon, Hubbard, & Co.* (1899, 1 Q. B. 593). It is unnecessary to decide whether that rule of practice must now be taken to govern the practice of this court. I say nothing more about it, except to call attention to these two cases. But for the reasons given by my brother, I think that, in the case of a next friend, there is discretion to order security for costs, and that it ought to be exercised in this case.—COUNSEL, *Moresby; Moyses.* SOLICITORS, *F. J. Berryman; A. Slater & Co.*

[Reported by C. G. MORAN, Barrister-at-Law.]

New Orders, &c.

Rules of the Supreme Court.

The following draft Rule is published pursuant to the Rules Publication Act, 1893 :—

RULE OF THE SUPREME COURT (MARCH), 1914.

Order XXII., Rule 15, is hereby annulled, and the following Rule is substituted therefor.

In any cause or matter in the King's Bench Division in which money or damages is or are claimed by or on behalf of an infant or a person of unsound mind not so found by inquisition, suing either alone or in conjunction with other parties, no settlement or compromise, or acceptance of money paid into Court, whether before or at or after the trial, shall as regards the claims of any such infant or person of unsound mind be valid without the sanction of the Court or a Judge, and no money or damages recovered or awarded in any such cause or matter in respect of the claims of any such infant or person of unsound mind, whether by verdict or by settlement, compromise, payment into Court or otherwise, before or at or after the trial, shall be paid to the next friend of the Plaintiff or to the Plaintiff's Solicitor unless the Court or a Judge shall so direct. All money or damages so recovered or awarded shall, unless the Court or a Judge shall otherwise direct, be paid to the Public Trustee, and shall, subject to any general or special directions of the Court or a Judge, be held and applied by him, in such manner as he shall think fit for the maintenance and education or otherwise for the benefit of such infant or person of unsound mind.

The provisions of this rule shall also apply to all actions in which damages are claimed or awarded or recovered by or on behalf of an infant or person of unsound mind not so found by inquisition under the Fatal Accidents Act (9 & 10 Vict. c. 93). Nothing in this rule shall prejudice the lien of a Solicitor for costs.

The costs of the Plaintiff or if more than one of all the Plaintiffs in any such cause or matter or incident to the claims therein or consequent thereon shall be taxed by the Taxing Master, or if such cause or matter is proceeding in a District Registry by the District Registrar, as between party and party and as between Solicitor and Client, and the Taxing Master or District Registrar shall certify the respective amounts of the Party and Party and Solicitor and Client's Costs, and the difference if any and the proportion of such difference (if any) payable respectively by any adult party to the cause or matter and by or out of the moneys of any party who is an Infant or such person of unsound mind, and no costs other than those so certified shall be payable to the Solicitor for any Plaintiff in the cause or matter.

The result of any such taxation shall be notified to the Public Trustee by the Taxing Master or District Registrar.

The Public Trustee in any case in which he is Trustee under this Rule may at any time and from time to time request the Court or a Judge to give him directions as to the trust or its administration or to vary directions which may have already been given in regard thereto or to determine any question arising therein and such directions or determination may be given accordingly.

Societies.

United Law Society.

A meeting of the above society was held on Monday, the 16th of March, at 3, King's Bench-walk, Temple, E.C. Mr. P. B. Morle (visitor) moved: "That the present administration of the Poor Law is inimical to the best interests of the community." Mr. Sydney Ashley opposed. The following gentlemen also spoke: Messrs. R. W. Turnbull, Cox Sinclair, N. Aaron and A. S. Wood Smith. The motion was lost by five votes.

The Union Society of London.

The twentieth meeting of the 1913-14 session was held at 3, King's Bench-walk, Temple, on Wednesday, the 18th of March, 1914, at 8 p.m. The president was in the chair. Dr. Schirrmeister-Marshal moved :—"That this house views with concern the advance of Russia in Persia, and regrets the policy of the British Government in that country." Mr. Ravenshaw opposed. There also spoke :—Mr. Gallop, Mr. Lemon, Mr. Rowe, Mr. Hole, Mr. Coram, Mr. Baker. The motion was lost.

General Council of the Bar.

Mr. Rayner Goddard has been appointed to fill the vacancy on the Bar Council caused by the appointment of Mr. Radcliffe, K.C., to be a county court judge, and Mr. John Sankey, K.C., has been appointed to fill the vacancy so caused on the Professional Conduct Committee of the Council.

The Selden Society.

The following is the annual report of this society for the year 1913 :—

1. The number of members, notwithstanding losses by death and resignation, remains about the same, and in 1913 was 367.

2. The publication for the year—being the third and final volume of the "Year Books of the Eyre of Kent," edited by Mr. William C. Bolland—was issued shortly after the last annual meeting.

The Council also issued—"Select Charters of Trading Companies," edited by Mr. Cecil T. Carr, and presented it to the members as an extra volume for the year 1913.

The Council hope that volume 26 for 1911 will shortly be in the hands of the members. It is the sixth volume of the year book series containing reports of 4 Ed. 2, and is being edited by Mr. G. J. Turner.

3. The publication for the current year (1914) will be the "Bills in Eyre," edited by Mr. William C. Bolland, and there is also preparing for publication a volume of the "Year Books of Edward II.," edited by Mr. Turner and Professor Geldart.

4. The Council have to announce, with much regret, the recent death of Mr. I. S. Leadam, who was engaged on a volume of "Select Cases before the King's Council." The completion of this work will be entrusted to Professor James F. Baldwin, of Vassar College, and it is hoped that there will be little or no delay in its publication.

5. Provisional arrangements have been made for the following further publications, viz. :—Second volume of the "Law Merchant," by Professor Morgan; other volumes of the "Year Books of Edward II."; a volume of "Select Ecclesiastical Pleas," by Mr. Harold D. Hazeltine; an edition of the "Liber Pauperum" of Vacarius, by Mr. F. de Zulueta; a volume of "Public Works in Mediæval Law," by Mr. Cyril Flower; a volume of "Select Entries from the Court Books of Chartered Companies," by Mr. Cecil T. Carr; and a volume of "Select Cases from the Exchequer of Pleas," by Mr. Hilary Jenkinson.

6. The period of office of the Hon. Mr. Justice Joyce as vice-president having expired, the Council have nominated in his place the Hon. Mr. Justice Warrington, who has kindly consented to serve. The Council

desire to record their gratitude to the Hon. Mr. Justice Joyce for his services as vice-president during the last three years, and are glad to state that he has consented to rejoin the Council.

7. Under the rules the following members of the Council retire :—Mr. S. O. Addy, Mr. Boydell Houghton, Professor Courtney Kenny, Mr. Justice Warrington, and Mr. T. Cyprian Williams. No nominations have been received under rule 7, and the Council have nominated Mr. S. O. Addy, Mr. Boydell Houghton, the Hon. Mr. Justice Joyce, Professor Courtney Kenny, and Mr. T. Cyprian Williams for election.

8. The Right Hon. Sir Herbert H. Cozens-Hardy, M.R., and Mr. C. A. Russell, K.C., desire to retire from the Council. The Council have nominated in their places his Honour Judge Lock and Dr. Edwin Freshfield.

Sheffield District Incorporated Law Society.

The thirty-ninth annual general meeting of the Sheffield District Incorporated Law Society was held in the Rooms, Hoole's-chambers, Bank-street, Sheffield, on Thursday, the 26th of February, 1914, at 3.30 o'clock p.m., the President, Mr. Thomas H. Bingley, in the chair. It was resolved that the society learns with regret of the decision of Mr. Edward Bramley that, owing to other calls upon his time, he will not offer himself for re-election as hon. secretary, which post he has held since 1897, and begs to tender to him its best thanks for his long and valuable services, which have contributed largely to the well-being of the society, and that as a mark of appreciation of his services to the society he be hereby appointed a life member. Mr. George Ernest Branson (Lord Mayor of Sheffield) and Mr. Herbert Noel Lucas were elected president and vice-president, Mr. Arthur Wightman was re-elected hon. treasurer, and Mr. C. Stanley Coombe was elected the hon. secretary of the society for the ensuing year. The following gentlemen were elected to act with the officers as the committee for the ensuing year :—Messrs. F. Allen (Doncaster), Jonathan Barber, T. H. Bingley, P. J. Blake, Edward Bramley, S. H. Clay, C. W. Clegg, C. Stanley Coombe, P. B. Coward (Rotherham), F. B. Dingle, T. W. Hall, A. Howe, D. H. Porrett, E. J. F. Rideal (Barnsley), H. A. Sanders (Chesterfield), G. H. Simpson, Arnold Slater, P. G. Smith, H. R. Vickers, B. Wightman, and R. T. Wilson.

The following are extracts from the report of the committee :—

Membership.—The number of members is now 187. Mr. Henry Horsfield, of Barnsley, and Mr. Robert Marsh, of Rotherham, have resigned on giving up practising. The committee regret to record the loss, by death, of Mr. Richard Melling Prescott, the late town clerk of Sheffield, and of Mr. Alfred Taylor, of Rotherham.

The Hon. Secretary.—Mr. Edward Bramley, who for sixteen years has been hon. secretary of the society, has intimated his intention not to offer himself for re-election. It was known that Mr. Bramley had contemplated this step a year or two ago, but none the less the committee receive his decision with the greatest regret. Mr. Bramley accepted office in succession to his father, the late Mr. Herbert Bramley, who was actively concerned in the formation of the society, and remained its hon. secretary until the year of his death, 1897. Like his father, Mr. Edward Bramley has been indefatigable in his exertions to promote and extend the influence and usefulness of the society, with the result that it is to-day one of the largest and most flourishing of the provincial societies. With a membership close on 200, and each year an increasing number of subjects to be dealt with, it was found necessary, in 1909, to appoint an assistant secretary, and that enabled Mr. Bramley to devote a considerable amount of attention to the subject of legal education in Sheffield with highly beneficial results. In this direction the committee hope that they may still retain his valuable services. Mr. Bramley was appointed an extraordinary member of the Council of the Law Society in 1912.

Legal Education.—The committee are able to record advances made in the staffing of the Law Department, with the help of the good offices of the Council of the Yorkshire Board of Legal Studies, owing to the favourable disposition the university authorities have shown towards the Law Department. Instead of a part-time lecturer, the university agreed to provide a whole-time lecturer at a salary of £300 a year. A number of candidates offered themselves for the post, and Mr. F. Raleigh Batt, L.L.M., solicitor, Daniel Rearden and Clement's Inn prizeman, and also Claybon prizeman, who had had two years' experience of similar teaching at the University of Wales, was appointed to the post; the appointment has proved very satisfactory. The University authorities were also good enough to arrange that Mr. A. C. Caporn, barrister-at-law, whose part-time post was merged in the larger one, should continue for the next session to give assistance to the Law Department to a less extent, at a salary of £100. The committee are glad to say that since then the university authorities have made this position of part-time lecturer at £100 a year a permanent one. Mr. Caporn is not continuing it beyond the present session, by which time he will have acted as lecturer for six years. The committee think it should prove of considerable advantage to the students to come under the guidance of three teachers rather than two, which is a small number for dealing with the different branches of law, and are very glad it has been possible to arrange for this. Considerable trouble has been taken in connection with the necessary steps to obtain a judge's order to the effect that a student attending, for a year prior to articles, an approved course of legal study at the Sheffield University, and passing a suitable examination, shall be entitled to be articled for four years only; and it is hoped that, with the approval of the Council of the Law Society, a suitable order will be obtained, which will be in force before the commencement of the next university session.

The Conditions of Sale.—A new clause has been added to the conditions of sale dealing with the cost of complying with sanitary and other requirements by local authorities, where the requirement is made between the date of the contract and the date of the completion of the purchase. The committee were of opinion that the liability should, in ordinary cases, be that of the purchaser, but it was doubtful whether the wording of condition 10, as it then stood, covered the point. They therefore instructed Mr. John Dixon to re-settle the clause, so as to remove the doubt. Mr. Dixon advised that the matter should be dealt with by a separate clause, which, in future editions, will appear as condition 10. The new clause reads as follows :—"10.—In case, before the completion of the purchase, the vendor shall have expended money in complying with any requirement enforceable against him in respect of the property and made after the sale, or before the sale, if at the date of the contract for sale the vendor had not received notice thereof, by any local or other authority of the district within which the property is situated, whether as to sanitary or street works or otherwise, or shall have paid to such authority any expenses or part of any expenses incurred by such authority in respect of any works or matters referred to in such requirement, the purchaser shall, on the completion of the purchase, repay to the vendor the amount so expended by him, and in case any such requirement shall not have been complied with before the completion of the purchase the purchaser shall covenant to indemnify the vendor against all liability in respect thereof and shall charge the property with such indemnity, but the vendor, upon receiving notice of any such requirement, shall inform the purchaser thereof and give to him the option of complying therewith within a reasonable time. If any such requirement shall be made or resolved upon before the sale the vendor shall, if he has notice thereof before the date of sale, keep the purchaser indemnified in respect of the same."

Land Transfer and the Real Property and Conveyancing Bills, 1913.—The subject of land transfer has undergone an important development during the past year. The Lord Chancellor fulfilled expectation by introducing into Parliament two measures dealing with land—namely, the Real Property and Conveyancing Bills, 1913. Both in the manner of their introduction and in their matter they at once commanded the sympathetic attention of the profession. The Lord Chancellor stated that he had been assisted in their preparation by Sir Philip Gregory, Mr. B. L. Cherry, Sir Chas. Brickdale, Mr. F. F. Liddell, C.B., and Mr. J. W. Hills, M.P. (who is a member of the Law Society), and that his object in introducing them at that time was that they should be scrutinized by experts, and that he hoped that by next session they would assume such a shape as to become largely uncontroversial. There is no assumption in the Bills that registration of title is the panacea for all ills that it is apt to be regarded by the official mind, and no attempt is made either to extend it or accelerate its introduction to the provinces. On the other hand, registration of title is to be retained for the city and county of London. Most of the reforms suggested by the Land Transfer Commissioners to improve the working of the register are to be adopted, and the system is to be given a further trial in that area, while, both as regards London and the rest of the country, the law of real property is to be amended with a view to its greater simplification. It will be generally conceded that the abolition of copyhold and special tenures, which is provided for by the Real Property Bill, is a step in the right direction, and other portions of the Bill effecting improvements in the present practice of conveyancing, without any radical alteration of the law, are also welcome. But the most important alterations are those contained in the Conveyancing Bill. It is unfortunate, if unavoidable, that the process of straightening out the tangle of the present law involves so much intricacy in detail, but the idea is "to secure that there shall be an owner of the fee simple or term of years absolute of full age who shall be able to convey, and to abolish, in favour of a purchaser, all necessity for inquiry into equities unless such equities are protected by caution or inhibition." This, of course, involves a register, but registration under the proposed system would approximate

fairly closely to the practice of the present deeds registries in Yorkshire, the functions of the registrar being in both cases purely ministerial. As regards Yorkshire it is, in fact, assumed that the present deeds registries would be used; but, in order to make it certain, the Yorkshire Union of Law Societies is endeavouring to secure a definite provision to that effect.

Royal Commission on Delay in the King's Bench Division.—At one period during the deliberations of this Commission there appeared to be a strong likelihood that a recommendation would be made for the revision of the list of towns at which assizes are held. The Commissioners even went so far as to invite the submission of a scheme for the re-modelling of the circuit system by the Law Society, who, in turn, communicated with the Provincial Law Societies. In accordance with the views which have been frequently expressed on behalf of your society, and are recorded in the minutes of various committee meetings in the past, the committee decided to take the opportunity of again urging the desirability of Sheffield being appointed an assize town, and accordingly a letter was addressed to the town clerk to be laid before the city council. A reply was received that the Parliamentary committee, to whom the matter had been referred, considering the subject of great importance, and thoroughly appreciating the improved status and prestige which would result to the city, would await the report of the Commission, and then further consider the matter. It is understood, however, that the strenuous opposition of some of the smaller assize towns to the proposed revision decided the Commissioners not to include the anticipated recommendation in their report, as they merely content themselves by referring (in paragraph 33) to the inconsistency in the facilities now given for the trial of civil causes in the provinces. "It is very seldom," they say, "that there is a civil action at Oakham. On the other hand, many large towns with enormous populations have to go long distances to find the justice which is supposed to be met with at their doors. We need not say more than that Hull, Sheffield, Plymouth, Brighton and many more very large centres have no assizes." The recommendations of the Commissioners are no doubt useful as far as they go, but they are confined in their application to improvements in the existing system without proposing any drastic changes.

Undeveloped Land Duty.—The attention of the committee was called to the wording of section 19 of the Finance (1909-10) Act, 1910, relating to undeveloped land duty and to the apparent impossibility, in consequence thereof, of providing in a contract for sale for apportionment of the duty as between vendor and purchaser. After correspondence with the secretary of the Law Society, the committee decided to issue a circular to members recommending that it should be the local practice, where possible, to treat the duty as apportionable, notwithstanding the section of the Act. For a full copy of the recommendation see Appendix B to this report.

The following is Appendix B referred to above :—

Undeveloped Land Duty.—Dear Sir,—I am requested by the committee to call your attention to the first part of section 19 of the Finance (1909-10) Act, 1910, as follows :—"19.—Undeveloped land duty shall be assessed by the Commissioners, and shall be payable at any time after the 1st day of January of the year for which the duty is charged, and any such duty for the time being unpaid shall be recoverable from the owner of the land for the time being as a debt due to His Majesty, *and shall be borne by that owner, notwithstanding any contract to the contrary.*" Although the intention of the words in italics was probably to prevent an owner from contracting himself out of his present liability to the Crown, their effect seems to be wide enough, in the case of a sale of undeveloped land, to prevent the usual agreement for apportionment of outgoings between vendor and purchaser from applying to undeveloped land duty. It is obviously unfair that a purchaser should be saddled with duty attributable to the period before completion of the purchase. In some cases, owing to the delay in assessment, the liability amounts to a considerable sum; and it is suggested that the difficulty may be met by the vendor agreeing to reimburse to the purchaser that part of the duty which would, on an ordinary apportionment, be payable by the vendor. The committee, having considered the point, now recommends the insertion of such a clause in contracts for the sale of undeveloped land, and, even when not inserted, that the local practice should be to treat the duty as an ordinary outgoing apportionable on completion, vendor clients being recommended to conform thereto.

Law Students' Journal.

Law Students' Societies.

UNIVERSITY OF LONDON INTER-COLLEGIATE LAW STUDENTS' SOCIETY.—At a meeting held on Tuesday, 17th of March, 1914, at University College (the President, Mr. H. F. Silverwood, in the chair), the subject for debate was :—"That there is a binding contract when A offers to sell goods to B above the value of £10, and B accepts by an unsigned telegram, but enters his name and address on the back of the telegram form." Mr. P. A. Wood opened in the affirmative, and Mr. P. Carlile in the negative. The following members also spoke :—Messrs. G. M. Green, J. F. Macadam, R. Webster, G. Morrison, and G. R. Blake. The leaders having replied, the chairman summed up, and, on the motion being put to the meeting, it was lost by the chairman's casting vote.

LAW STUDENTS' DEBATING SOCIETY.—At a meeting of the society, held on the 17th of March, 1914 (Mr. H. G. Meyer in the chair), the subject for debate was—"That women should be admitted to the legal profession." Mr. H. P. Gisborne opened in the affirmative, Mr. C. F. Woodbridge opened in the negative. The following members also spoke :—Messrs. L. Peppiatt, W. P. Bennett, E. E. Bartlett, C. F. King, J. B. Gane, R. T. Davies, C. V. Packman, W. S. Jones, A. J. Long, and J. Smith. The motion was lost by six votes.

Companies.

Equity and Law Life Assurance Society.

The annual general meeting of the society was held on Monday, 9th inst., at the Society's House, No. 18, Lincoln's Inn-fields.

The report, which disclosed a very favourable record for the year, stated that the new business amounted to £778,042 under 499 policies, of which £613,614 had been retained by the society.

The gross new premiums amounted to £47,598.

The amount of the total assurances in force at the end of the year was £12,624,352.

The amount received from interest and dividends was £161,814.

Excluding reversions, capital stock of the Law Reversionary Interest Society (Limited), outstanding premiums and interest and cash at bank, the funds were invested at the end of the year to produce £4 7s. per cent.

The claims by death under 119 policies amounted to £244,860, and 161 endowment assurances amounting to £131,122 matured. The mortality has again been very favourable.

The total funds increased by £149,886, and amounted at the end of the year to £5,172,521.

The expenses of management, including commission, amounted to only £10 17s. 9d. per cent. of the premium income.

Obituary.

Mr. Arnold James Bennett.

Mr. Arnold James Bennett, of the Woodlands, Parkstone, Dorset, solicitor (retired), died in a nursing home at Bournemouth on the 2nd instant. He was a son of the late Sir James Risdon Bennett, M.D., President of the Royal College of Physicians, 1876 to 1881, and was sixty-four years of age. He was educated at Highgate School, and after serving his articles in London was admitted a solicitor in 1872, and practised there for some time. He went to Wincanton in Somersetshire in 1879, having acquired a practice there, and he continued there till 1895, when he retired from practice and moved to Parkstone, where he lived till his death. He will be much missed by many friends. His wife (formerly Miss Annette M. Kemp-Welch, of Clapham Common) and five children survive him; his eldest son has been called to the bar.

Legal News.

Appointments.

Mr. GEORGE CAVE, K.C., M.P., has been appointed Attorney-General to the Prince of Wales, in succession to Lord Parmoor (Sir Alfred Cripps, K.C.).

General.

Mr. Charles Butlin, solicitor, formerly a partner in the firm of Messrs. Parr & Butlin, of Nottingham, a former president of the Nottingham Law Society, who died on 25th of January, aged ninety-three, left estate valued at £96,654 gross, with net personalty sworn at £62,811. He bequeathed £1,400 to charity.

Mr. Justice Horridge, sitting in bankruptcy last Saturday, said in one case that that was not a court for "screwing" the relatives of debtors, it was a court for making people who had the money and had not paid go to prison for not paying. His lordship was told by the judgment creditor that the debtor always paid when a committal order was made. That did not impress him; often the relatives of the debtors paid. The object of the court was to see that the people who owed the money paid it.

At the London Sessions, on the 13th inst., no evidence was offered in support of a charge against James Albert Scudamore, twenty-six, and Joseph Lawrence Betts, forty-four, gunmakers, of having obtained £40 from William Henry Wersby and £45 from Augustus Bury, in connection with a rifle range in Edgware-road. Mr. Wallace, K.C., said: "I regard this as an instance of the uselessness of the grand jury system. This is one of the cases in which I should have thought they would have exercised their functions, and that the bill would have been thrown out." Mr. Purcell, who represented the accused, said that both were of unblemished character, and the jury having returned a formal verdict of "Not Guilty," the accused were released.

Mr. Ernest Baggallay, the Metropolitan magistrate, has resigned on the ground of ill-health. About a year ago he had a serious illness which kept him off the bench for over six months. Mr. Baggallay is a son of the late Lord Justice Baggallay, and was called to the bar in 1873. He sat in the House of Commons for some time as Conservative member for Brixton, and in 1887 became stipendiary at the West Ham Police Court. In 1901 he was appointed a London magistrate. At the end of the business at Lambeth last Saturday Mr. Baggallay took leave of the court officials and the representatives of the legal profession, and received from them an assurance of their good wishes for his return to health and strength.

At Marylebone Police Court on the 13th inst. Mr. A. P. Johnson, town clerk to the Hampstead Borough Council, in prosecuting a tenant in Bolton-road, St. John's-wood, for failing to comply with an order of the council to close a basement room as a sleeping apartment, pointed out that the Housing and Town Planning Act, 1909, provided for a closing order to be made, but failed to provide for any penalty for not complying with the order. Mr. Paul Taylor said that was one of the most preposterous things it was possible to imagine. His only authority was under the Summary Jurisdiction Act. He made a summary order on the defendant to comply with the council's order and pay 10s. 6d. costs.

Mr. J. Seagram Richardson (Messrs. Debenham, Tewson, & Chinnocks) read a paper at the Auctioneers' and Estate Agents' Institute on the 13th inst., entitled "The Selection and Development of Building Estates." In the course of his paper, says the *Times*, Mr. Richardson referred to the financing of builders. He said that if he had had to finance a builder, he had found it more satisfactory to adopt a schedule of advances than to agree a percentage—usually from 70 to 75 per cent. of value. The latter method was often a source of friction, and although a schedule could not always be strictly adhered to, it formed a valuable criterion. In the construction of small and moderate-sized houses costing, say, from £300 to £600 each, it might, perhaps, be roughly estimated that, when roofed in and with drains laid, one-half of the total cost had been incurred; but if the internal fittings and fixtures, baths, stoves, and mantels, and the general finish were to be of a better description than usual, rather more than 50 per cent. should be kept in hand to provide for completion after roofing in. He gave a schedule of advances amounting to 75 per cent. upon houses costing £400. It had been adopted on many occasions, and had been found to be fair to the builder and a sufficient protection to the freeholder, for no surveyor would assume the responsibility of advising anyone but the freeholder to make advances upon unfinished property.

A collection of medico-legal specimens is, says the *Times*, at present being formed at University College Hospital Medical School. The specimens have been selected with a view to illustrating the lectures on legal medicine, a subject the importance of which has increased greatly within recent years as the result of improved scientific methods. They are grouped under such headings as poisons, effects of poisons on the organs of the body, gun-shot wounds, injuries, bloodstains, and post-mortem changes. The effects of poisons are illustrated by a row of somewhat forbidding-looking bottles containing throats of victims of various corrosives—muriatic acid, aqua fortis, antimony, and carbolic acid. The fact that in a gun-shot wound the site of entry of the bullet is marked by a small hole, while that of its exit presents a large ragged wound, is illustrated by a human foot shot transversely to its long axis. Beside this is the skull of a suicide who placed the muzzle of a pistol against his palate. The bullet traversed the brain and passed out through a hole in the top of the vault of the head. As illustrating the dangers of a full meal before the administration of anæsthetics, which tend to cause sickness, a piece of windpipe is shown with a lump of beef firmly fixed in it. The difficulty of recognizing bloodstains on knife-blades, pieces of wood, and cloth is demonstrated by a number of specimens, and one of the most interesting exhibits is a suit of clothing worn by a man who was struck by lightning. These shew a large circular hole in the region covering the heart; the hole is clean cut, only the edges showing signs of burning. The victim's watch was completely fused. There is a photograph in the museum of Léon Beron, the man murdered on Clapham Common some years ago, which shews the remarkable cuts and gashes, suggesting some secret sign, made upon the victim's face.

A match between the English and Irish Bar Golfing Societies has been arranged to be played at Dollymount, Dublin, on Thursday, 9th April. The match is for Justice Barton's cup, which is at present held by the Irishmen. The contest was originated in 1908, when Ireland won, and they repeated that victory at St. Annes-on-Sea in 1911. England won in 1909, but in the following year the match was halved. For the past two years the contest has been in abeyance on account of the English bar being unable to raise a team.

Mr. Pembroke Scott Stephens, K.C., for many years a leader of the Parliamentary Bar and a bencher of Lincoln's-inn, a vice-president of the Benevolent Society of St. Patrick and of the Royal Botanic Society, left estate of the gross value of £87,657, of which the net personalty has been sworn at £61,710. He bequeathed £450 in charity, legacies to his "excellent and faithful clerk" and the widow of his former clerk, and he added:—"I respectfully offer to the benchers of Lincoln's-inn the two-handled silver Irish drinking-cup as a memento of one of the least of their members."

A return has been issued by the Home Office shewing the number of accidents resulting in death or personal injury known to the police to have been caused by vehicles in streets, roads, or public places during the year ended December 31, 1913. Taking the United Kingdom, the number of accidents of all kinds caused by vehicles reached a total of 44,643, being an increase of over 6,000 on the figures for 1912. Of this total, 2,099 were fatal accidents, 1,663 of which occurred in England, including 579 within the Metropolitan Police district, the non-fatal accidents within the same area numbering 18,365. When these accidents are classified according to the kind of vehicle by which they were caused, it is found that of the 2,099 fatal accidents in the United Kingdom, 724 were caused by horse-drawn vehicles and 1,375 by mechanically-propelled vehicles; while for 42,544 non-fatal accidents the figures were 13,617 and 28,927 respectively. The motor-omnibus was responsible for 226 fatal and 3,722 non-fatal accidents, as against 178 fatal and 6,708 non-fatal accidents attributed to tramcars. "Other mechanically-propelled vehicles" were the cause of 971 fatal and 18,497 non-fatal accidents.

By the recent death of Margaret Fothergill Robinson, says a correspondent writing to the *Times*, a strenuous and useful life is too soon cut short. The youngest daughter of a late Vice-Chancellor of the Duchy of Lancaster and of Julia, second daughter of George Richmond, she had since 1904, when at the age of twenty-nine she was elected a guardian for the parish of Kensington, spent her life for social service. Some time after her re-election in 1907 physical disability compelled her resignation. Her work, however, was then only beginning. In November, 1911, her suggestive and inspiring book, "The Poor Law Enigma," was published by John Murray. The lines of reform indicated were generally the more practicable methods advocated by Sir Arthur Downes and Mr. Charles Booth. The friendship and appreciation of Mr. George Gooch and Mr. Charles Booth encouraged her, and, though by this time a confirmed invalid, she projected and carried through her second book, "The Spirit of Association: A Survey of the Guilds, Friendly Societies, Co-operative Movement, and Trade Unions of Great Britain," which appeared in April of last year. While entirely alive to the splendid work done by trade unionism in having lifted up child and adult labour into the light of day, she felt as keenly the limitations of some of its later developments. During what proved to be her last three months of life, in spite of constant pain and increasing weakness, she started to write her third book, "A History of Poverty," which, except for voluminous notes, remained unwritten.

Death.

ASSIG.—On the 17th instant, at 12, Clifden-road, Tottenham, Frederick G. Assig, for 45 years the faithful clerk of Lord Justice Phillimore.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 1	Mr. Justice Joyce.	Mr. Justice Warrington.
Monday Mar. 23	Mr. Church	Mr. Borrer	Mr. Leach	Mr. Goldschmidt
Tuesday 24	Farmer	Leach	Goldschmidt	Bloxam
Wednesday ..25	Synge	Goldschmidt	Church	Farmer
Thursday 26	Jolly	Farmer	Greswell	Church
Friday 27	Bloxam	Church	Jolly	Greswell
Saturday 28	Greswell	Synge	Borrer	Leach

Date.	Mr. Justice Neville.	Mr. Justice Eve.	Mr. Justice Sargant.	Mr. Justice Astbury.
Monday Mar. 23	Mr. Synge	Mr. Greswell	Mr. Jolly	Mr. Farmer
Tuesday 24	Borrer	Church	Greswell	Synge
Wednesday ..25	Jolly	Leach	Borrer	Bloxam
Thursday 26	Bloxam	Borrer	Synge	Goldschmidt
Friday 27	Goldschmidt	Synge	Farmer	Leach
Saturday 28	Farmer	Jolly	Bloxam	Church

The Property Mart.

Forthcoming Auction Sales.

March 23.—Messrs. Tuckett, Webster & Co., at the Mart, at 2: Freehold Ground Rents (see advertisement, back page, March 14).

March 24.—Messrs. Hampton & Sons, at the Mart, at 2: Leasehold Town House (see advertisement, back page, March 14).

March 25.—Messrs. Thurgood & Martin, at the Mart, at 2: Freehold (see advertisement, back page, March 14).

March 26.—Messrs. Stimson & Sons, at the Mart, at 2: Freehold Ground Rents (see advertisement, page iii, March 14).

April 7.—Messrs. Harsons, Ltd., at the Mart, at 2: Leasehold Town House (see advertisement, back page, March 14).

April 7.—Messrs. Hampton & Sons, at the Mart, at 2: Leasehold House (see advertisement, back page, this week).

Result of Sale.

Reversions, Policies, Shares, &c.

Messrs. H. E. Foster & Cranfield held their usual Fortnightly Periodical Sale of these interests, at the Mart, Tokenhouse-yard, E.C., on Thursday last, when the following lots were sold, at the prices mentioned:—

ABSOLUTE REVERSIONS—

To One-quarter of £4,103	Sold £150
To One-sixth of £8,768 16s.	„ £595
POLICIES OF ASSURANCE amounting to £900	„ £810
300 SHARES G. W. BACON & CO., Ltd.	„ £37 10s.
325 „	£44 13s. 9d.
134 ROYALTY CERTIFICATES	„ £20

Messrs. H. E. Foster & Cranfield have sold or let the following properties:—

The Wigton Estate Cumberland, extending to 5,560 acres, producing £4,270 per annum. (N.B.—This estate will be sold by auction, in numerous lots, at Carlisle, early in the coming season.

The valuable Freehold Property Nos. 20, 22 and 24, Great Winchester-street.

The valuable Building Site occupied by Nos. 45, 47, 49, 51 and 53, Mortgate-street.

Freehold Ground Rents at Wallington, Streatham Hill, Clapham Park, Tooting, Stoke Newington, Streatham, Golders Lane, E.C., Notting Hill, Gray-street, Waterloo-road, S.E., Palmer's Green, Herne Hill, Merton, Mill Hill, Chingford, Tooting.

Leasehold Ground Rents at Tooting, St. John's Wood, Walham Green.

Suburban Properties at Surbiton, Caterham, Hampstead, Wallington, Highgate, Sydenham, Addison-gardens, Clapham-road, S.W.

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Mar 6

ATKINSON, AMY ANN, Morecambe, Lancs April 16 Newton, Bradford

BIANCARDI, Hon Col NICOLA GRECH, Malta, Collector of Customs April 4 Rollit & Co, Mincing la

BLACK, JOHN, Billingshurst, Sussex April 20 Greathead & Goldie, Rochester

BRAHAM, EMMA, Highgate April 16 Collyer-Bristow & Co, Bedford row

BRICE, ROBERT ALFRED, Rivenhall, Essex, Farmer April 6 Beaumont & Bright, Witham, Essex

BRIGGS, ERNEST EDWARD, Dunkeld, Perth April 27 North & Sons, Leeds

BROWN, WILLIAM JOSEPH, Queensborough ter, Hyde Park April 1 Gidley & Wilcocks, Plymouth

BRUCE, MARY CAMPBELL, Hassocks, Sussex April 6 Slack & Co, Queen Victoria st

COURY, JEAN, Alexandria, Egypt April 15 Field & Co, Lincoln's Inn fields

DANDRIDGE, ABSALOM, Bromley, Kent April 1 Bolton & Co, Temple gdns, Temple

DORMAN, ALBERT, Waltham Cross, Herts, Cattle Dealer April 15 Minet & Co, St Helen's pl

EDEN, EBENEZER SAMUEL, Rose st, Newgate st, East India Agent April 14 Sanderson & Co, Queen Victoria st

FAIRTHORNE, EDWARD, Oxford, Postman April 7 Barnes, Brackley, Northampton

FENN, WILLIAM GEORGE, Hove, Sussex April 6 Edridge & Co, Croydon

FIRTH, THOMAS, Leicester, Yarn Agent May 1 English & Son, Stamford

FLETCHER, WILLIAM, Ripley, Derby April 4 Smith, Nottingham

GARLAND, JANE, Exeter April 10 Stephens, Exeter

GORDON, Sir WILLIAM ALDEN EVANS, Chelsea Embankment April 16 Ramsden & Co, Gracechurch st

GOSS, JOSEPH, Leeds, Raz Merchant April 16 Stott, Leeds

GRAHAM, CATHERINE SHOOLBRED, Wolverhampton April 7 Copeland, Wolverhampton

GREAVES, MARGARET, Greenwich Mar 31 Slack & Co, Queen Victoria st

HADLEY, JENNIE JOSEPHINE, Thurleigh mans, Clapham, April 14 Mead, Bedford row

HARMER, ALBERT EDWARD, Bermondsey, Show Case Manufacturer April 14 Westlake, Oxford st

HARRIS, CHARLES HERBERT, Kings Heath, Worcester, Physician May 1 Phelps & Keeling, Birmingham

HART, ERNEST WILLIAM, Luton Beds, Straw Plait Bleacher April 1 Austin & Barnard Luton

HILL, ELIZABETH, Blackpool April 4 Kay, Blackpool

HOBB, EDWARD MADGE, Bournemouth April 6 Hores & Co, Lincoln's inn fields

JEROME, KATE, Thornton Heath, Surrey April 6 Edridge & Co, Croydon

LAZARUS, ABRAHAM LEWIS, Palace ct, Kensington April 6 Myer & Co, London wall

LEE, SUSAN ELEANOR, Clapham common, North side April 5 Bridgman & Co, College hill

MACKAY, EDWARD VANSITTART, Clifton, Bristol April 25 Inskip & Son, Bristol

MARSHALL, RHODA, New York, USA May 2 Carpenter, Durham

NAYLOR, MATTHEW, Leicester April 1 Harding & Barnett, Leicester

NICHOLLS, THOMAS, St Austell, Cornwall, China Clay Merchant April 15 Carlyon & Co, St Austell

PALETHORPE, CHARLES, Birkenhead, Cheshire April 3 Lamb & Co, Birkenhead

PARKER, DUNCAN, Woolpit, Suffolk April 3 Foster & Co, Norwich

PRATT, ROBERT, Bradford, Wool Merchant Mar 31 Neill & Dawson, Bradford

SEWELL, EMILY, Nottingham April 6 Leman, Nottingham

SHERWELL, JOHN WILLIAM, Bickley, Kent April 14 Lewis & Yglesias, Old Jewry

SHIRT, SAMUEL, Royton, Lancs, Labourer Mar 31 Holroyd, Oldham

STEEL DONALD, Townsville, Queensland, Australia April 10 Goddard & Co, Clement's inn

STODD, HANNAH, Madeley, Salop April 11 Holmes, Oakengates.

TAYLOR, ELIZABETH, Alrewas, Staffs April 6 Drewry & Newbold, Burton on Trent

THORPE, Rev WILLIAM SMYTH, Shropham, Norfolk Mar 31 Pomeroy & Son, Wymondham, Norfolk

TICK, THOMAS, Park hill, Clapham April 10 Brooks & Heller, Bucklersbury

TRUMMER, OTTO HEINRICH, Lancaster gate Mar 23 Walsh & Co, Bedford row

TURNER, HERBERTINA, Scarsdale villas, Kensington April 18 Turner & McCandlish, Raymond bldgs, Gray's inn

VOGEL, CHARLES HENRY JOHN, Sale, Chester Mar 31 Phythian & Eland, Manchester

WALKER, EMMA, Edinburgh April 9 Martin & Nicholson, Queen st

WEERDEN, MATILDA, St Luke's Hospital, Old st April 1 Colyer & Colyer, Clement's inn Strand

WELCH, ELIZA, Gold Hill, nr Chalfont St Peter, Bucks April 2 Gardiner & Son Uxbridge

WELCH, SAMUEL AARON, Newcastle upon Tyne, Surgeon April 1 Dickinson & Co, Newcastle upon Tyne

WHITWELL, MARY ELIZABETH, Worthing April 5 Bridgman & Co, College hill

WILLIAMSON, HENRY, Upper Tulse Hill April 16 Kirby & Co, The Sanctuary, Westminster

WILSON, ANN, Poulton le Fylde, Lancs April 11 Ascroft, Blackpool

WOODWARD, FRANCES JOSEPHINE CELESTE, Richmond, Surrey April 6 Mackenzie, Southampton st, Bloomsbury sq

London Gazette.—TUESDAY, Mar 10.

ASHLEY, SAMUEL, Liverpool April 8 Quiggin & Son, Liverpool

BELL ELIZA MARTHA, Park Hill, Upper Tooting April 14 Grundy & Co, Queen Victoria st

BLACKBURN, SARAH JANE, Hale, Chester April 11 Lambert & Smith, Manchester

BRAND, GEORGE HORATIO, Old Quebec st, Portman sq Mar 31 Cooper & Co, Portman st, Portman sq

BRUCE, SARAH CAROLINE, Hill st, Berkeley sq April 6 Bircham & Co, Parliament st

CARTER LUCIA REBECCA BARCLAY, St James's st April 20 Hunter & Haynes, New sq

DALY, WILLIAM, Wolverhampton April 9 Fellbusch, Wolverhampton

DAVEY, PHILLIP HENRY HAYWARD, Penrose st, Walworth, Furniture Dealer April 6 Burton & Son, Bank chmbrs, Blackfriars rd

DEAN, EMILY, Blackpool Mar 18 Butcher, Blackpool

DICKSON, RICHARD, Plymouth April 1 Rodd & Son, East Stonehouse, Devon

DOBELL, GEORGE CURZON, Malpas, Chester April 18 Howarth, Liverpool

DOWS, ISSAC TOMLINSON, North Cockerington, Lincoln, Farmer April 6 Allisons & Staniland, Louth

DRABBLE JOHN SAM, Halifax, Veterinary Surgeon April 21 Jubb & Co, Halifax

DYBALL, MARIA LOUISA, Algernon rd, Kilburn May 1 Cooper & Co, Birchin la

EASTON, JOHN HUTCHON, Bridlington, Auctioneer April 30 Gale & Easton, Hull

EAVES, RICHARD, Blackpool, April 18 Ascroft Blackpool

FURSE, ANNIE, Brighton April 4 Evershed & Shapland, Brighton

GOODALL, JANE HUGHES, Eccles, Lancs April 6 Unions & Davies, Market Drayton Salop

GRANGER, ARTHUR ALEXANDER, Knightsbridge April 14 Child & Child, Sloane st

HALLMARK, EMILY, Battlefield Flint April 1 Thomas, Ellesmere, Salop

HAMPTON, WILLIAM, Edmonton, Middx May 15 Howard & Shelton, Fore st

HARRINGTON, HENRY AUGUSUS, Fawnbrake av, Herne Hill, Ship Broker April 12 Reader & Co, Coleman st

HASLETT, EMILY, Saint Mark's rd, South Kensington April 6 Jarvis, Billiter Square bldgs

HORLOCK, ROBERT RICHARD, Mistley, Essex, Bargeowner April 3 Synnot, Manningtree Essex

JOHNSON, STAFFORD, Hornchurch, Essex April 30 Savery & Stevens, Fen ct, Fenchurch st

JONES, JANE ANNE, Gloucester April 15 Simpson & Co, Cannon st

KELLY, RICHARD JOHN, Rugeley, Staffs, Tanner April 30 Armishaw, Rugeley

LANE, ELIZA, Parkstone, Dorset April 30 Witchell & Sons, Stroud, Glos

LANGDON, Very Rev Canon CHARLES BASKERVILLE, Launceston, Cornwall April 1 Gidley & Wilcocks, Plymouth

LEES, EVA, Oldham April 15 Smith, Oldham

LEWIS, THOMAS, Wolverhampton April 14 Dallow & Dallow, Wolverhampton

LIVERSIDGE, JARRATT, Reigate April 18 Emanuel & Simmonds, Finsbury cir

LLOYD, HUMPHREY, Manchester April 2 Slater & Co, Manchester

LOWRY, ANNIE ELIZABETH, Hove, Sussex April 7 Kingsford & Co, Essex st, Strand

MARRIOTT, OSBORNE DELANO, Sevenoaks, MD April 13 Knocker & Co, Sevenoaks

MASSEY, HANNAH ALOYSIA HOUSMAN, West hill, Wandsworth May 1 Redfern & Co Frederick's pl, Old Jewry

MEYER, JACQUE, Dean's ct April 11 Krauss & Co, Holborn viaduct

MORRIS, PATRICK, Colville gdns, Kensington April 6 Munton & Co, Temple chmbrs Temple av

MORTON, ARTHUR HENRY AYLMER, Eaton pl April 6 Nicholl & Co, Howard st Strand

MOZLEY, WILLIAM ELIAS, Gloucester sq, Barrister at Law Mar 31 Hicks & Co, King st, Covent Garden

NEWTON, MARY HELEN, Handsworth, nr Sheffield April 11 Gould & Coombe Sheffield

NOTTINGHAM, WILLIAM, and JEMIMA NOTTINGHAM, Buttercrambe, nr York May 9 Turner, York

PAXMAN, FRANCIS WILLIAM, Hardwick, nr Witney, Oxford, Farmer April 9 Franklin, Oxford

PHILLIPS, MARY ANN, Devonport May 9 Bone & Son, Devonport

PIPE, HENRY, Registry Office Proprietor, Edgware rd April 11 Hughes, Edgware rd

RICKARD, WILLIAM, Far Cotton, Northampton April 4 Morgan & George, Northampton

RUSSELL, SARAH, Cheltenham April 9 Griffiths & Waghorne, Cheltenham

SALMON, FANNY, Bermondsey April 9 Millar & Sons, St Thomas st, London Bridge

SEAGRAM, WILLIAM HEATHCOTE FROWD, Westbury, Wilts April 14 Lydall & Sons John st, Bedford row

SHAFT, GEORGE THOMAS, Brighton April 16 Williams, Brighton

SMITH, ELIZABETH, Crystal Palace rd April 6 Kirk, Eldon st

STEAD, Sir TATTON, Sledmere Yorks May 4 Crust & Co, Beverley

WALMSLEY, CHARLES AUBREY, Egremont, Chester April 9 Quiggin & Son, Liverpool

WOOD, FREDERICK WILLIAM, Leeds Mar 21 Batesons, Leeds

London Gazette—FRIDAY, Mar. 13.

BAILEY, SYDNEY FREDERICK, Penthir, Mon, Commercial Traveller April 10 Lyndon & Co, Newport, Mon

BERRY, SARAH, Wimbledon April 14 Morris & Co, Walbrook

BOYLE, THOMAS, Coldharbour la, Brixton June 1 Haigh & Haigh, Coleman st

BROWN, CATHERINE ANN, Clarissa st, Dalston April 14 Dowse & Co, Kingsland rd
BROWN, MARION IVES FORSTER, Stoke Bishop, Bristol April 24 Barry & Harris Bristol
BUCKBARROW, ELIZABETH SARAH, Hamilton rd, Ealing April 30 Simpson, Essex st
BURKE, WILLIAM, Boyson rd, Walworth April 7 Stimson, Salisbury House, London Wall
DRIVER, WILLIAM WALKER, Pudsey, Yorks, Innkeeper April 11 Simpson & Curtis, Leeds
EAGLES, ELLEN, Barby, Northampton April 18 Wratislaw & Thompson, Rugby
FINNEY, JAMES, Queen's Gate gdns April 13 Yates & Co, Liverpool
FRANKLYN, THOMAS Gravesend April 30 Hillearys, Fenchurch bldgs
GANTHWAITE, MARY, Gravesend April 11 Mitchell & Macartney, Gravesend
GREEN, ELIZA, Old Chesterton, Cambridge April 14 Stanley, Cambridge
GREGORY, EMILY MARTHA, Beckenham April 15 Biddle & Co, Aldermanbury
GUSTERSON, HENRY, Woodville, Derby, Licensed Victualler Mar 31 Timms, Swadlincote
HACQUOIL, FRANCIS PETER, Penarth April 20 Merrils & Co, Cardiff
HALEY, EMMANUEL, Allerton, Bradford, Farmer April 23 Freeman, Bradford
HARRIS, JANE, Swansea April 11 Wansbroughs & Co, Bristol
HUNT, FREDERICK CHARLES, West Kirby, Cheshire, Baker April 15 Woolcott & Co, West Kirby
HUTCHESON, MARIE LOUISA, Tregunter rd, South Kensington April 27 Lewis & Ylesias, Old Jewry
LANGDON, MARY, Eastbourne April 11 Arnold, Eastbourne
LETHBRIDGE, THOMAS BUCKLER VALENTINE, Liverpool April 15 Tomlin & Dinwiddy, Old Burlington st
METCALFE, WILLIAM, Halifax Mar 21 Moore & Shepherd, Halifax
MILLER, ANNABELLA MARY, Windsor April 10 Tatham & Lousada, Old Broad st
NEWTON, AMY, and LUCY NEWTON, Oldham April 15 Holroyd, Oldham
PARKINSON, EDWARD, Ashton on Ribble, nr Preston April 1 Ward & Newsham, Preston
PATTERSON, WILLIAM, Sunderland April 13 Storey & Sons, Sunderland
PLATTS, GEORGE, Nether Birst, nr Hathersage, Derby, Farmer April 20 Pye-Smith & Barker, Sheffield
PRESCOTT, RICHARD MELLING, Sheffield, Town Clerk April 15 Avery & Co., Finsbury sq
RAGG, THOMAS LOWES, Sunderland April 13 Storey & Sons, Sunderland
RIDYARD, JOSEPH, Stalybridge April 30 Thompson, Stalybridge
ROBERTS, FRANK FELLOWS, Swansea April 30 Grundy & Co, Manchester
ROBERTS, WILLIAM, Llanfechell, Anglesey, Farmer April 13 Lauria, Llangefni
ROEBUCK, MARY EMILY MAUDE, Waddington, Lincoln April 6 Haslehurst, Lincoln
RUMBOLD, Rt Hon Sir HORACE, GCB, GCMG, Sloane st April 11 Leadam & Co, Austin friars
SALATI, CHARLES, Ampthill sq April 10 Tatham & Lousada, Old Broad st
SANDERSON, SARAH, Cottenham, Cambridge April 13 Stanley, Cambridge
SELLERS, JOHN, Sheffield April 30 Benson & Co, Sheffield
SPURGIN, Rev JOHN FREDERICK, Hockham Vicarage, nr Thetford, Norfolk April 14 Tierney, Queen st
STEPHENSON, MARGARET, Sunderland April 10 Steel & Co, Sunderland
SUGG, JOHN WALTER, Dorking, Surrey April 18 Evans, Clothworkers' Hall, Mincing ln
SYMONDS, WILLIAM, Moreton on Lugg, Hereford April 13 Woolley, Clement's inn, Strand
THOMSON, RICHARD EDWARD TOKER, Plymouth April 13 Fielding, Canterbury
TRUEMAN, JOHN, Pontefract Market Gardener April 30 Moxon & Barber, Pontefract
TURNER, SPENCE DERRINGTON, Cromwell rd, Kensington April 11 Smith & Burrell, Richmond, Surrey
VARLEY, GEORGE WILLIAM, Leeds May 1 James, Leeds
WALKER, JOHN, Llandudno April 11 Bone & Son, Llandudno
WATSON, JOHN HUMPHREY, Horsehouse, Yorks, Farmer April 1 Maughan, Middleham
WATTS, HENRY, Rugby, Builder April 18 Wratislaw & Thompson, Rugby
WHALLEY, JOHN, Lytham, Lancs, Chartered Accountant April 4 Wilkinson, Blackburn
WIGG, RACHEL, Lowestoft April 20 Tatton & Co, Kensington High st

London Gazette.—TUESDAY, Mar 17.

BACON, THOMAS JOHN, Sulby, Lincoln, Farmer April 30 Bell, Bourne, Lincs
BOWDEN, MARY RUTH, Tynemouth April 14 Adamson & Adamson, North Shields
BOWER, WILLIAM, East Rudham, Yorks, MRCVS April 18 Cates & Co, Fakenham
BRANTON, HENRY, New Holland, Lincoln April 14 Woodhouse & Chambers, Parliament st, Hull
BRIDGES, HARRY CLEMENCE, Pakenham, Suffolk, Farmer April 13 Salmon & Son, Bury St Edmunds
CLARKE, ANGELENA FRANCES, Bedford sq, Bloomsbury April 16 Williams & James, Norfolk House, Embankment
COX, HARRIETT, Tiverton, Devon April 4 James & Snow, Exeter
CURTIN, JANE ANN, Kingston upon Hull April 14 Payne & Payne, Hull
DAWKINS, ANNIE LUCETTA ELLEN, Sinclair rd, West Kensington April 24 Dinn & Son, Gresham bldgs
DENNY, CHARLOTTE, Leamington April 16 Baxter & Co, Victoria st
DRAKE-BROCKMAN, KATHLEEN ISABEL, Southsea, Hants April 12 Bechervaise, Portsmouth
DYTE, SAMUEL, Southampton, Baker April 30 Warne Southampton
EDMONDSON, JOHN, Watermillock, Cumberland, Farmer May 19 Arnison & Co, Penrith
EDWARDS, CATHERINE, Sutton Coldfield, Warwick May 15 Taunton & Whitfield, Birmingham
ELLWOOD, JESSIE, Linfield gdns, Hampstead May 1 Thompsons & Co, East India av
EVANS, HERBERT CHARLES, Feltham, Middlx, Railway Clerk Mar 28 Garland, Queen Victoria st
EVANS, RICHARD, Folkestone April 30 Wigglesworth & Son, Manchester
FOX, COPEMAN WILLIAM, Anerley, Surrey April 17 Finch & Co, Cannon st
GRIFFIN, CHARLOTTE ANNE, Eastbourne May 1 Tozer & Dell, Teignmouth
HARRISON, ROBERT, Watermillock, Cumberland, Farmer April 14 Scott & Co, Penrith
HARVEY, WILLIAM JAMES, Mincing ln, Merchant May 1 Thompsons & Co, East India av
HOLDEN, ARCHIE NEILL, Southport, Chemical Manufacturer April 17 Picton, Liverpool
IZON, JOHN PARNELL, Harborne, Birmingham April 27 Bickley & Lynex, Birmingham
JOHNSTON, JOHN HOWARD, Bath, Grafton, New Hampshire, USA May 2 Clapham & Co, Devonshire sq
JONES, MARY SHELDON Lozells, Birmingham April 21 Wright & Marshall, Birmingham
KIRBY, ROBERT SETH, Knaresborough April 24 Kirby & Son, Harrogate
MAKINS, HENRY FRANCIS, Queen's gate Barrister at Law April 14 Mackrell & Ward, Walbrook
MCKELLAR, ELIZA MARY ANN, Brighton April 14 Eggor & Co, Brighton
OWEN, JOHN, Llanelly April 14 Jones, Llanelly
PARKER, LIZA JANE, Brighton April 14 Eggar & Co, Brighton
POCOCK, JANE ELIZA, Emerson, Manitoba, Canada April 4 Dixon & Mason, Pewsey, Wilts
PRICE, JOSEPH, Wimbledon Park, Surrey April 15 Evans & Co, Liverpool
PROSSER, FREDERICK, Birmingham April 25 Wright & Marshall, Birmingham
RENNARD, HARRIE, Shepton Mallet, Somerset May 2 Barry & Harris, Bristol
ROBINSON, ANNE ELIZABETH, Harrogate, Hotel Proprietress April 3 Pearsons & Russell, Helmsley, Yorks
RUSSELL, FLORENCE MARY, Weston, Bath May 12 Jeffery, Bradford
SHEFFIELD, ERNEST BECKHUSON, Canonbury park North, Stockbrokers' Clerk April 15 Colson, Copthall av
ST JOHN, JOSEPHINE JOANNA, Torquay April 17 Carter & Fisher, Torquay
TERRY, ARTHUR CHARLES, Bristol, Brewer May 9 Meade & Co, Bristol
UPTON, HENRY GEORGE, Tunbridge Wells April 20 Cripps & Co, Tunbridge Wells
WEBSTER, MYERS, Fadmoor, Yorks, Postmaster April 3 Pearsons & Russell, Hemsley, Yorks
WHERRY, WILLIAM HARRY, Sempringham, Lincoln, Farmer April 20 Bell, Bourne, Lincs
WILLIS, Major SHERLOCK VIGNOLES, Weybridge April 30 Eadon & Co, Cambridge
YELDHAM, WALTER THOMAS, San Luis, Republic of Argentine, Miner April 14 Hilder & Co, Jermyn st

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—FRIDAY, Mar. 6.

LAS PALMAS SYNDICATE, LTD.—Creditors are required, on or before April 10, to send their names and addresses, and the particulars of their debts or claims, to J. B. Reeves, liquidator.

HILL AND SYMMONS, LTD.—Creditors are required, on or before Mar 21, to send their names and addresses, and the particulars of their debts or claims, to W. Hill Hunter, 150, North st, Brighton, liquidator.

LONDON AND PROVINCIAL DAIRY CO, LTD.—Creditors are required, on or before April 4, to send their names and addresses, and the particulars of their debts or claims, to Major G E. Wyndham Malet, 52, Penywern rd Earl's Court, S.W., liquidator.

NEW CORNISH GOLD MINES, LTD.—Creditors are required, on or before April 18, to send their names and addresses, the particulars of their debts or claims, to Thomas Henry Vernon, 80, Coleman st, E.C., liquidator.

WARD'S CLOTHING CO., LTD.—Creditors are required, on or before April 14, to send their names and addresses, and the particulars of their debts or claims, to Thomas Alfred Rayner, 4, Suffolk st., Pall Mall, liquidator.

W. PRENTICE & CO., LTD. (IN LIQUIDATION).—Creditors are required, on or before Mar 25, to send their names and addresses, and the particulars of their debts or claims to Albert Henry Hampson, 24, Friar ln, Leicester, liquidators.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—TUESDAY, Mar 10.

BERRY'S ADVERTISING AGENCY, LTD.—Creditors are required forthwith to send their names and addresses, and the particulars of their debts or claims, to Mr. Alexander Nisbet, 3, Lincoln's Inn fields, liquidator.

"BODDY" LIFE SAVING APPLIANCES, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before April 6, to send in their names and addresses, and the particulars of their debts or claims, to Thomas Gurney Pocock, 5, Broad street pl, E.C., liquidator.

BRITISH ADVERTISING Co. LTD.—Creditors are required, on or before April 25, to send their names and addresses, and the particulars of their debts or claims, to Edgar Oates, 21, Cross st, Manchester, liquidator.

EGYPTIAN ESTATES LTD.—Creditors, whose claims have not yet been admitted, are requested, on or before April 30 to send their names and addresses, and the particulars of their debts or claims, to James Henry Stephens, 6, Clements In, Lombard st, liquidator

LEA, LTD.—Creditors are required, on or before Mar 31, to send their names and addresses, and the particulars of their debts or claims, to Harcourt Ashford, 39, Waterloo st, Birmingham, liquidator

STUART LOCK JOINT TUBE Co. LTD.—Creditors are required, on or before Mar 24, to send their names and addresses, and particulars of their debts or claims, to Charles Edwin Dovey, 31, Queen st, Cardiff, liquidator

TARLESS FUELS (AUSTRALASIA), LTD.—Creditors are required, on or before Mar 12, to send their names and addresses, with particulars of their debts or claims, to Harold J. McDougall, 317, High Holborn, W.C., liquidator

WEST RIDING AMUSEMENT SYNDICATE, LTD.—Creditors are required on or before Mar 23, to send their names and addresses, and the particulars of their debts or claims, to, Mr William Clayton, 72, Albion st, Leeds, liquidator.

London Gazette.—FRIDAY, Mar. 13.

BAKU (ZABRAT) PETROLEUM Co, LTD.—Creditors are required, on or before April 15, to send their names and addresses, and particulars of their debts and claims, to Herbert Thomas Hockey, 8, Benet st, Cambridge liquidator.

FEEDER ROAD TIMBER Co (1902), LTD. (IN LIQUIDATION).—Creditors are required, on or before Mar 25, to send their names and addresses, and the particulars of their debts and claims, to James Edward Grace, 24, Clare st, Bristol, liquidator.

HARRISON'S SAWING AND TURNING MILLS, LTD.—Creditors are required, on or before April 16, to send their names and addresses, and the particulars of their debts or claims, to William Seymour Turner, Prudential bldg, Corporation st, Birmingham, liquidator.

WENLOCK MOTORS, LTD.—Creditors are required, on or before Mar 23, to send in their names and addresses, with particulars of their debts or claims, to Harold Boulton, Hanover chmbrs, Hanover sq, Hull, liquidator.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—TUESDAY, Mar. 17.

COLSON BRACE Co, LTD.—Creditors are required, on or before April 21, to send in their names and addresses, and the particulars of their debts or claims, to Thomas Smith, 26, Monmouth s, Rochdale, liquidator.

GRAVES & SANDERSON LTD.—Creditors are required on or before Mar 31, to send their names and addresses, and the particulars of their debts or claims to Louis Nicholas, 15, Castle st, Liverpool, liquidator.

STANDARD CANADIAN INVESTMENTS, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before April 2, to send their names and addresses, and the particulars of their debts or claims, to Mr. Wm. Sunley, 46, Gresham st, liquidator.

STANDARD OIL COMPANY OF CANADA, LTD (IN VOLUNTARY LIQUIDATION.)—Creditors are required on or before April 17 to send their names and addresses, and the particulars of their debts or claims, to Mark Webster Jenkinson, of Messrs. Franklin, Wild & Co, Broad Street av, liquidator.

Resolutions for Winding-up Voluntarily.

London Gazette—FRIDAY, Mar. 6.

THE ANGLO-FRENCH DEVELOPMENT SYNDICATE LTD.
ERNEST HAWKINS & Co, LTD.
THE PLYMOUTH AND WESTERN COUNTIES LIBERAL CLUB, LTD.
F. RAVILIOUS, LTD.
J. LISTER & Co, LTD.
JOHN L. HASTINGS, LTD.
HUDSON HOTELS, LTD.
BLOGGS BREWERY, LTD.
LAS PALMAS SYNDICATE, LTD.
WALMERSLEY SHEEP FARMING Co, LTD.
NEW CLUB SYNDICATE, LTD.
THE TURO PUBLIC BATHS Co, LTD.
STANLEY CONSERVATIVE CLUB Co, LTD.
H. HOPE & Co, LTD.
COMMERCIAL BANK OF LONDON, LTD.

London Gazette.—TUESDAY, Mar. 10.

ANDREWS' HUMANE HORSE COLLAR SHIELD Co, LTD.
POULSON'S FOUNDRY SPECIALITIES, LTD.
THOMAS TYRER (MANCHESTER), LTD.
LUMEN FITTINGS LTD.
H. SCHEPLER & Co, LTD
PRINGLE'S (ZETLAND ROAD) PICTURE PALACE, LTD.
M. G. AND G. MOTOR PATENTS SYNDICATE, LTD.
W. T. CHANDLER & Co, LTD.
J. JONES, LTD.
EQUITABLE TRUST, LTD.
CONTINENTAL GLASS MACHINE SYNDICATE, LTD.
TATI CONCESSIONS, LTD.
HILL'S CROMFORD BREWERY Co, LTD.
MEIROS COLLIERY SYNDICATE, LTD.
TARLESS FUELS (AUSTRALASIA) LTD.
JOHN MASSEY & Co, LTD.
WORCESTER HIGH SCHOOL FOR GIRLS, LTD.
POWER, LTD.
COLSON BRACE Co. LTD.

London Gazette—FRIDAY, Mar. 13.

MARBRO, LTD.
SCAMMELL & Co. LTD.
PURE CARBON CHEMICAL Co. LTD.
BIRMINGHAM FISHFRIERS' SUPPLY, LTD.
CARPET AND TEXTILES SYNDICATE, LTD.
WM. HURD, SONS & Co, LTD.
BARNSDALE BROTHERS, LTD.
WILLIAM TIPPING, LTD.
RYDINGS MILLS, LTD.
NEW CENTRAL SIBERIA. LTD.
BRITISH AND CONTINENTAL RUBBER AND OIL SYNDICATE, LTD.
R. L. HUNT, LTD
UNBREAKABLE (KINEMATOGRAPH) FILM SYNDICATE, LTD.
PLAYBILL, LTD.
BRITISH AND EUROPEAN FINANCE Co, LTD.
MARSHALL TYRE JACKET SYNDICATE, LTD.
ARCADIA (LEVENSHULME) SKATING RINK, LTD.

London Gazette.—TUESDAY, Mar. 17.

W. J. MORGAN (LONDON) LTD.
BOURAICHE'S SWING DROP AND BUMPING RAILWAYS. LTD.
EMPIRE BOOKING OFFICE AND TOURIST AGENCY, LTD.
EQUITABLE CONTRACT CORPORATION, LTD.
MILLWARD & Co. (MANCHESTER), LTD.
UNION CONSOLIDATED COPPER MINES (1911), LTD.
GOLDEN EAGLE SYNDICATE, LTD.
H. CORNELIUS DAVIES & Co, LTD.
HANOVER TRADING AND FINANCE, LTD.

Bankruptcy Notices.

ADJUDICATIONS.

ASTLE, HIRAM, Nottingham, Curtain Manufacturer Nottingham Pet Feb 25 Ord Mar 3

ATKINSON, ARTHUR, Nelson, Lancs, Athletic Outfitter Burnley Pet Feb 10 Ord Mar 3

ATKINSON, FREDERICK TURNER, Liscard, Chester, Ladies' Outfitter Birkenhead Pet Feb 11 Ord Mar 2

BARR, EWEN SYDNEY, John st, Adelphi, Architect High Court Pet Nov 17 Ord Mar 3

BILLINGTON, JOHN, Great Harwood, Lancs, Clogger Blackburn Pet Mar 2 Ord Mar 2

CHADWICK, ARTHUR, Nelson, Lancs, Grocer Burnley Pet Feb 24 Ord Mar 3

CHAPMAN, SAMUEL ATHAN, AND ROSE SWAISH, Samuel st, Stepney, Clothing Manufacturers High Court Pet Jan 29 Ord Mar 3

COATES, HAROLD, Cardiff, Baker Cardiff Pet Feb 16 Ord Mar 2

CRIG, FLORENCE WILLIAMS, East Ham High Court Pet Jan 15 Ord Mar 3

EDWARDS, JOHN CLARK, Smethwick, Staffs, Works Manager West Bromwich Pet Mar 4 Ord Mar 4

GOLDBERG, ELI, Sheffield, Clothier Sheffield Pet Feb 13 Ord Mar 3

GOLDSACK, JOHN IBBETSON, Bedford Park, Traveller High Court Pet Mar 2 Ord Mar 2

GOODMAN, JOHN TURPIN WALLER, Bury st, St James', Tailor High Court Pet Jan 23 Ord Mar 2

HADDOCK, PERCY, Bradford, General Dealer Bradford Pet Mar 3 Ord Mar 3

HART, SAMUEL, Hanley, Stafford, Tailor Hanley Pet Mar 4 Ord Mar 4

HARTLEY, THOMAS, Wigton, Cumberland, Labourer Carlisle Pet Mar 2 Ord Mar 2

HORSWELL, MABEL EMMA MARY, Canford Cliffs, Dorset, School Proprietress Poole Pet Mar 4 Ord Mar 4

HUGGINS, ROBERT HENRY, Skegness, Chemist Boston Pet Mar 4 Ord Mar 4

HUGGINS, SPENCER, Lincoln, Journeyman Joiner Lincoln Pet Mar 2 Ord Mar 2

JACOBUS, FELIX, Ravensdale rd, Stamford Hill, Hairdresser High Court Pet Mar 3 Ord Mar 3

JEFFREY, GEORGE, Belford, Northumberland, Licensed Victualler Newcastle upon Tyne Pet Feb 24 Ord Mar 3

KEARNEY, EDITH NORAH, Buckingham gate High Court Pet Jan 16 Ord Mar 2

KIRKPATRICK, Sir CHARLES SHARPE, Eaton pl High Court Pet Jan 16 Ord Mar 4

LAPORTE, LEON, Twickenham, Hairdresser Brentford Pet Mar 3 Ord Mar 3

MORBEY, LOUEN, Sleaford, Lincs, Carter Boston Pet Mar 3 Ord Mar 3

PARTRIDGE, ARTHUR FREDERICK, Wellington, Hereford, Farmer Hereford Pet Feb 27 Ord Mar 2

PEACOCK, ELLEN CLARA, Bristol Bristol Pet Feb 11 Ord Mar 3

QUARMBY, BENJAMIN HERBERT, Southport, Company Director Liverpool Pet Jan 22 Ord Mar 4

RICHES, SIDNEY, Watlington, Norfolk, Plumber King's Lynn Pet Mar 3 Ord Mar 3

SAYER, HERBERT, South Lowestoft, Chartered Accountant Great Yarmouth Pet Jan 13 Ord Mar 2

TYLER, BENJAMIN, Avenbury, Hereford, Blacksmith Worcester Pet Mar 2 Ord Mar 2

WALLACE, ROGER WILLIAM, Campden Hill gdns, Kensington, Barrister at Law High Court Pet July 9 Ord Feb 19

WESTON, CLARENCE, Kensington Park rd High Court Pet Dec 6 Ord Mar 4

WHITE, ERNEST, Portsmouth, Butcher Portsmouth Pet Feb 28 Ord Feb 28

WILSON, JOSEPH, jun, Nuneaton, Insurance Agent Coventry Pet Jan 21 Ord Mar 4

Amended Notice substituted for that published in the London Gazette of Jan 27:

HERBERT, DAVID, Norbury, Surrey High Court Pet Dec 10 Ord Jan 21

RECEIVING ORDERS.

London Gazette—TUESDAY Mar 10.

ARMSTRONG, CHARLES, Loughborough, Leicester Leicester Pet Mar 7 Ord Mar 7

BEER, WILLIAM ARTHUR, Spennymoor, Durham, Picture Hall Manager Durham Pet Mar 6 Ord Mar 6

BROWN, HENRY, Norwich, Draper Norwich Pet Mar 3 Ord Mar 7

BUCKLE & FELLOWS, Port Talbot, Glam, Builders Neath Pet Feb 6 Ord Mar 6

BUTTGEN, ANDREAS, Oystermouth, Glam, Hotel Keeper Swansea Pet Mar 7 Ord Mar 7

DAVIES, JOHN, Birmondsey, Provision Merchant High Court Pet Mar 6 Ord Mar 6

DAVIES, JOHN and JOHN HISLOP SCOTT, Ystradgynlais, Brecon, Builders Neath Pet Mar 6 Ord Mar 6

DENHAM, HENRY, Exeter, Rent Collector Exeter Pet Mar 6 Ord Mar 6

DOWNES, WILLIAM THOMAS, Munslow, Craven Arms, Salop, Blacksmith High Court Pet Feb 6 Ord Mar 6

FARRAND, GEORGE, Otley, Yorks, Plumber Leeds Pet Mar 5 Ord Mar 5

HADEN, GEORGE, Rednal, Worcester, Baker Birmingham Pet Mar 5 Ord Mar 5

HAWKE, FLORENCE ADA, Newquay, Cornwall Truro Pet Feb 21 Ord Mar 4

HOWARD, FREDERICK THOMAS, Great Yarmouth, Baker Great Yarmouth Pet Mar 5 Ord Mar 5

HUTTON ROSA HELENA, Martindale, Westmorland Carlisle Pet Mar 6 Ord Mar 6

HUTTON, WILLIAM, Martindale, Westmoreland, Butler Carlisle Pet Mar 6 Ord Mar 6

KINGSBURY, THOMAS JEREMIAH, Tunbridge Wells, Carrier Tunbridge Wells Pet Mar 5 Ord Mar 5

KINGSMAN, THOMAS, Pickwick rd, Dulwich, Builder and Decorator High Court Pet Feb 9 Ord Mar 6

KOEHLER, EDMUND, Lewisham, Flour Factor High Court Pet Feb 24 Ord Mar 6

LAVERY, JOSEPH, Whitehaven, Iron Ore Miner Whitehaven Pet Mar 6 Ord Mar 6

MACK, M, and SONS, Swansea, Wholesale Fruit Merchants Swansea Pet Feb 21 Ord Mar 6

MASON CHARLES SAMUEL, Prestbury, Glos, Greengrocer Cheltenham Pet Mar 4 Ord Mar 4

MOLLOY, BRYAN JOHN, Hastings Hastings Pet Feb 20 Ord Mar 6

NICHOLL, FRANCIS WILLIAM, Norton, Hereford, Solicitor Worcester Pet Mar 7 Ord Mar 7

PATTERSON, HAROLD, Prestbury, Maidenhead Windsor Pet Jan 27 Ord Feb 28

PEARCE, FREDERICK, Monmouth, Oil and General Merchant Newport, Mon Pet Mar 7 Ord Mar 7

PINCH, ALBERT THOMAS, Wolviston, Durham, Groom Stockton on Tees Pet Mar 4 Ord Mar 4

PLUMMER, CHARLES WILLIAM, East Ruston, Norfolk Farmer Norwich Pet Mar 5 Ord Mar 5

RAWLING JAMES EDMUND, Blackpool, Auctioneer and Valuer Blackpool Pet Mar 5 Ord Mar 5

SCHLIENGER, ALBERT VICTOR, Bildeston, Suffolk Ipswich Pet Feb 9 Ord Mar 6

SELIGER, IRVING MAD SON, Chiswick, Traveller High Court Pet Mar 5 Ord Mar 5

SELLICK, SEBASTIAN JAMES, Southsea, Weston super Mare, Tailor Bridgwater Pet Mar 5 Ord Mar 5

SMITH, ALEXANDER, Wollaston, nr Stourbridge, Wine Merchant Stourbridge Pet Mar 6 Ord Mar 6

SMITH, ALFRED, Sydenham, Kent, Greengrocer Greenwich Pet Mar 4 Ord Mar 4

SOWLER, FREDERICK WILLIAM, Redcar, Yorks, Fruiterer Middlesbrough Pet Mar 6 Ord Mar 6

STORY, JOHN ALEXANDER, Oxford st High Court Pet Feb 9 Ord Mar 5

TEMPLE, EDWIN GRENVILLE, Scorrier, Cornwall Truro Pet Mar 6 Ord Mar 6

WEBBER, WILLIAM THOMAS, Felixstowe, Butcher Ipswich Pet Mar 6 Ord Mar 6

WHITEHOUSE, CLAUDE WILLIAM, Shifnal, Salop Licensed Victualler Shrewsbury Pet Mar 6 Ord Mar 6

WILKINSON, ARTHUR, Manningham, Bradford, Butcher Bradford Pet Mar 5 Ord Mar 5

WILLIAMSON, SAMUEL, Kingston upon Hull, School Caretaker Kingston upon Hull Pet May 7 Ord May 7

YOUNG, JAMES CHARLES, Darlington, Railway Clerk Stockton on Tees Pet Mar 5 Ord Mar 5

FIRST MEETINGS.

ARMSTRONG, CHARLES, Loughborough Mar 18 at 3 Off Rec, 1, Berridge st, Leicester
CADETT, E., Ashtead, Surrey, Commission Agent Mar 18 at 11 132, York rd, Westminster Bridge rd
CALDWELL, JOHN WILLIE, Manchester, Paper Stock Merchant Mar 18 at 3.30 Off Rec, Byrom st, Manchester
COATES, HAROLD, Cardiff, Baker Mar 19 at 3 117, St Mary st, Cardiff
COOKE, KNOX ARNOTT, Belvedere, Kent Mar 18 at 3 115, High st, Rochester
CRUTTWELL, CHARLES CANNING, Deal, Kent, Laundry Proprietor Mar 20 at 12.15 Off Rec, 68A, Castle st, Canterbury
CULLEN, WILLIAM PREST MAC, Minster, Kent, Draper Mar 20 at 11.15 Off Rec, 68A, Castle st, Canterbury
DAVIES, JOHN, Bermondsey, Provision Merchant Mar 20 at 12 Bankruptcy bldgs, Carey st
DENHAM, HENRY, Exeter, Rent Collector Mar 19 at 3 Off Rec, 9, Bedford circus, Exeter
DOWNES, WILLIAM THOMAS, Munslow, Craven Arms, Blacksmith Mar 20 at 11 Bankruptcy bldgs, Carey st
FARRAND, GEORGE, Otley, Yorks, Plumber Mar 19 at 11 Off Rec, 24, Bond st, Leeds
GURNEY, WILLIAM HARDING, Loudwater, Bucks, Farmer Mar 20 at 11 Red Lion Hotel, High Wycombe, Bucks
HART, SAMUEL, Hanley, Staffs, Tailor Mar 18 at 3 Off Rec, Kingst, Newcastle, Staffs
HAYMAN, ALBERT HENRY, Garfield rd, Lavender hill, Tailor Mar 18 at 12 Off Rec, 4, Castle pl, Park st, Nottingham
HEWITT, MARGARET M, Battle, Sussex Mar 18 at 3 Off Rec, 12A, Marlborough pl, Brighton
HORSWELL, MABEL EMMA MARY, Canford Cliffs, Dorset Mar 18 at 2.30 Dorchester camera, Yelverton rd, Bournemouth
HUGGINS, SPENCER, Lincoln, Journeyman Joiner Mar 19 at 12 Off Rec, 10, Bank st, Lincoln
HUNT, CHARLES, Newbourne, Suffolk, Innkeeper Mar 18 at 2.30 Off Rec, 36, Princes st, Ipswich
KINGSMAN, THOMAS, Dulwich, Builder Mar 18 at 12 Bankruptcy bldgs, Carey st
KINGSBURY, THOMAS JEREMIAH, Tunbridge Wells, Currier Mar 18 at 2.30 Off Rec, 12A, Marlborough pl, Brighton
KIRKLAND, JOSEPH, Great Grimsby, Grocer Mar 18 at 11 Off Rec, St Marys chmbrs, Great Grimsby
KNOWLES, FRANCIS GORDON, Glossop, Derbyshire, Solicitor Mar 18 at 3 Off Rec, Byrom st, Manchester
KOEHLER, EDMUND, Lewisham, Flour Factor Mar 18 at 11 Bankruptcy bldgs, Carey st
MANN, WILLIAM HENRY, West Ealing, Photographer Mar 18 at 11 14, Bedford row
PEACOCK, CLARA ELLEN, Bristol Mar 18 at 12 Off Rec, 26, Baldwin st, Bristol
PLUMMER, CHARLES WILLIAM, East Ruston, Norfolk, Farmer Mar 18 at 4 Off Rec, 8, King st, Norwich
POPE, JOHN, East Ham Mar 18 at 12.30 Bankruptcy bldgs, Carey st
SCHLIENGER, ALBERT VICTOR, Bildeston, Suffolk Mar 18 at 2.15 Off Rec, 36, Princes st, Ipswich
SELIGER, IRVING MADISON, Chiswick, Traveler Mar 18 at 11.30 Bankruptcy bldgs, Carey st
SMITH, ALFRED, Sydenham, Greengrocer Mar 18 at 11.30 132, York rd, Westminster Bridge rd
STORY, JOHN ALEXANDER, Oxford st Mar 18 at 12 Bankruptcy bldgs, Carey st
WEBBER, WILLIAM THOMAS, Felixstowe, Butcher Mar 18 at 2.45 Off Rec, 36, Princes st, Ipswich
WHITEHOUSE, CLAUDE WILLIAM, Shifnal, Salop, Licensed Victualler Mar 21 at 12 Off Rec, 22, Swan hill, Shrewsbury
WILKINSON, ARTHUR, Manningham, Bradford, Butcher Mar 18 at 11 Off Rec, 12, Duke st, Bradford
WILLIAMSON, SAMUEL, Kingston upon Hull, School Caretaker Mar 20 at 11.30 Off Rec, York City Bank chmbrs, Lowgate, Hull

ADJUDICATIONS.

ARMSTRONG, CHARLES, Loughborough, Leicester Leicester Pet Mar 7 Ord Mar 7
BEER, WILLIAM ARTHUR, Spennymoor, Durham, Picture Hall Manager Durham Pet Mar 6 Ord Mar 6
BUTTGEN, ANDREAS, Oystermouth, Glam, Hotel Keeper Swansea Pet Mar 7 Ord Mar 7
CARBURY, THOMAS, Aldershot, Boot Dealer Guildford Pet Jan 12 Ord Mar 5
COOKE, KNOX ARNOTT, Belvedere, Kent Rochester Pet Mar 2 Ord Mar 7
DAVIES, JOHN, Bermondsey, Provision Merchant High Court Pet Mar 6 Ord Mar 6
DAVIES, JOHN, and JOHN BISLOP SCOTT, Ystradgynlais, Brecon, Builders Neath Pet Mar 6 Ord Mar 6
DENHAM, HENRY, Exeter Rent Collector Exeter Pet Mar 6 Ord Mar 6
FARRAND, GEORGE, Otley, Yorks, Plumber Leeds Pet Mar 5 Ord Mar 5
HADEN, GEORGE, Redhill, Worcester, Baker Birmingham Pet Mar 5 Ord Mar 5
HEWITT, MARGARET M, Battle, Sussex Hastings Pet Jan 2 Ord Mar 6
HOWARD, FREDERICK THOMAS, Great Yarmouth, Baker Great Yarmouth Pet Mar 5 Ord Mar 5
HUNT, CHARLES, Newbourne, Suffolk, Innkeeper Ipswich Pet Feb 18 Ord Mar 6
HUTTON, ROSA ALICE, Marindale, Westmoreland Carlisle Pet Mar 6 Ord Mar 6
HUTTON, WILLIAM, Marindale, Westmoreland, Butler Carlisle Pet Mar 6 Ord Mar 6
JONES, WILLIAM RICHARD, Oxton, Chester, Insurance Agent Birkenhead Pet Feb 18 Ord Mar 4
LAPPAGE, WALTER, Lorn rd, Brixton High Court Pet Dec 24 Ord Mar 6
LAVERY, JOSEPH, Whitehaven, Iron Ore Miner Whitehaven Pet Mar 6 Ord Mar 6
LEVEAUX, WALTER NEWCOME, Manchester st High Court Pet Feb 9 Ord Mar 6
LUEN, EDGAR JOHN, Penarth, Hotel Proprietor High Court Pet Jan 8 Ord Mar 6
MASON CHARLES SAMUEL, Prestbury, Glos, Greengrocer Cheltenham Pet Mar 4 Ord Mar 4
MATEROZZOLI, MAURICE CARLO, Crutched friars, Merchant High Court Pet Jan 29 Ord Mar 7
PEARCE, FREDERICK, Monmouth, Oil and General Dealer Newport Mon Pet Mar 7 Ord Mar 7
PINCH, ALBERT THOMAS, Embleton, Wo vieton, Durham, Grocer Stockton on Tees Pet Mar 4 Ord Mar 4
PLUMMER, CHARLES WILLIAM, East Ruston, Norfolk, Farmer Norwich Pet Mar 5 Ord Mar 5
RASTALL, JOHN HENRY, Tyburn, Erdington, Birmingham Birmingham Pet Feb 12 Ord Mar 5
RAWLING, JAMES EDMUND, Blackpool, Auctioneer Blackpool Pet Mar 5 Ord Mar 5
ROUSE, CISSIE, Highbury New pk High Court Pet Nov 26 Ord Mar 5
RYDER, AUBREY LEVESON DUDLEY, Egerton ter, Chelsea High Court Pet Dec 18 Ord Mar 5
SELIGER, IRVING MADISON, Chiswick, Traveller High Court Pet Mar 5 Ord Mar 5
SELLICK, SEBASTIAN JAMES, Weston super Mare, Tailor Bridgwater Pet Mar 5 Ord Mar 5
SMITH, ALEXANDER, Wollaston, nr Stourbridge, Wine Merchant Stourbridge Pet Mar 6 Ord Mar 6
SMITH, ALFRED, Sydenham, Greengrocer Greenwich Pet Mar 4 Ord Mar 4
SMITH, THOMAS PHILIP HECTOR, Drayton gdns, Stock broker High Court Pet Nov 25 Ord Mar 5
SOWLER, FREDERICK WILLIAM, Redcar, York, Fruiterer Middlesbrough Pet Mar 6 Ord Mar 6
STORY, JOHN ALEXANDER, Oxford st High Court Pet Feb 9 Ord Mar 6
SWANSON, WILLIAM THOMAS, South Hackney, Retired Excise Officer High Court Pet Jan 9 Ord Mar 5
THACKTHWAITE, THOMAS MICHAEL, Northwood Middlx, Company Director Windsor Pet Dec 18 Ord Mar 9
TYERMAN, EDWARD ERNEST, Leadenhall st, Printer High Court Pet Dec 9 Ord Mar 5
VEITCH, JOSEPH, Newcastle upon Tyne, Agent Newcastle upon Tyne Pet Jan 28 Ord Mar 5
WEBBER, WILLIAM, THOMAS, Felixstowe, Butcher Ipswich Pet Mar 6 Ord Mar 6
WHITEHOUSE, CLAUDE WILLIAM, Shifnal, Salop, Licensed Victualler Shrewsbury Pet Mar 6 Ord Mar 6
WILKINSON, ARTHUR, Manningham, Bradford, Butcher Bradford, Pet Mar 5 Ord Mar 5
WILLIAMSON, SAMUEL, Kingston upon Hull, School Caretaker Kingston upon Hull Pet Mar 7 Ord Mar 7
YOUNG, JAMES CHARLES, Darlington, Railway Clerk Stockton on Tees Pet Mar 5 Ord Mar 5

London Gazette—FRIDAY, Mar. 13.

RECEIVING ORDERS.

AKERS, (male), Popham rd, Islington, Butcher High Court Pet Feb 12 Ord Mar 10

BELL, ERIC JAMES, Eaton ter High Court Pet Feb 2 Ord Mar 10

BOLTON, BERTHA, Sheffield Sheffield Pet Feb 21 Ord Mar 9

BOWERS, RICHARD, Kingston upon Hull, Tug Master Kingston upon Hull Pet Mar 9 Ord Mar 9

BOX, HAROLD ARTHUR, Talbot rd, Bayswater High Court Pet Jan 21 Ord Mar 10

BROWNING, BENJAMIN, Bradford, Grocer Bradford Pet Mar 11 Ord Mar 11

CAMDEN, ERNEST KINSLEY, Abergavenny, Mon, Cycle Dealer Tredegar Pet Mar 9 Ord Mar 9

CAWDRON, HENRY, and GEORGE CAWDRON, Martin, nr Timberland, Lincoln, Farmers Boston Pet Mar 11 Ord Mar 11

DILLON, LUKE, Stretford, Lancs, Carver and Gilder Salford Pet Mar 9 Ord Mar 9

EDWARDS, SYDNEY GEORGE, Upper Clapton, Tailor's Salesman High Court Pet Mar 11 Ord Mar 11

FARRELL, JAMES, Kingston upon Hull, Fish Curer Kingston upon Hull Pet Mar 11 Ord Mar 11

GOODWIN, THOMAS HENRY, Tonyrefail, Glam, Collier Pontypridd Pet Mar 9 Ord Mar 9

HEWITT, FREDERICK THOMAS, Bowling, Bradford, Commercial Traveller Bradford Pet Mar 9 Ord Mar 9

HIRD, JAMES, Durham, Grocer Durham Pet Mar 9 Ord Mar 9

HOWARTH, HENRY HULME, Fulwood, nr Preston, Timber Merchant Preston Pet Mar 10 Ord Mar 10

HUGHES, JOHN WILLIAM, Barnt Green, Worcester, Coal Dealer Birmingham Pet Mar 9 Ord Mar 9

KAY, LAZARUS, Manchester, Ladies' Tailor Manchester Pet Mar 10 Ord Mar 10

MALCOLM, WILLIAM ROBERT, Quex rd, Kilburn, Merchant High Court Pet Mar 10 Ord Mar 10

MAXWELL, JAMES, Swansea, Draper Swansea Pet Feb 28 Ord Mar 10

MEGSON, JOHN, Bedale, Yorks, Cabinet Maker Northallerton Pet Mar 9 Ord Mar 9

MILLS, HENRY THOMAS, Great Eastern st, Shoreditch, Ironmonger High Court Pet Mar 11 Ord Mar 11

ONGLEY, FREDERICK WILLIAM, Liverpool, General Dealer Liverpool Pet Feb 25 Ord Mar 11

PAGE, JOHN CHAMBERS, Wootton Bassett, Wilts, Relieving Officer Swindon Pet Mar 10 Ord Mar 10

PEACOCK, HARRY, Rushden, Northampton, House Decorator Northampton Pet Mar 10 Ord Mar 10

PHILLIPS, FRANCIS JOHN, Brighton, Agent Brighton Pet Feb 19 Ord Mar 10

PINE, EDWARD JOHN VINTON, Bristol, Outdoor Beerhouse Keeper Bristol Pet Mar 10 Ord Mar 10

RILEY, WILLIAM, Burnley, Watchmaker Burnley Pet Mar 11 Ord Mar 11

ROWLAND, SAMUEL, Broadmayne, Dorset, Baker Dorchester Pet Feb 27 Ord Mar 9

SMITH, SYDNEY CHARLES, Darlington, Motor Engineer Stockton on Tees Pet Mar 10 Ord Mar 10

STRUDWICK, ETHELBERT ELLIS, Bawtry, Yorks, Builder Sheffield Pet Mar 9 Ord Mar 9

THOURAULT, CYRILLE, Chiswick, Foreign Correspondent Brentford Pet Jan 16 Ord Mar 2

THURSTON, GEORGE JAMES, jun, Lowestoft, Carting Contractor Great Yarmouth Pet Mar 9 Ord Mar 9

WALLACE, ELIZABETH ANN, Darlington Stockton on Tees Pet Mar 7 Ord Mar 7

WEBSTER, EDMUND, Wardlow, Derbyshire, Farmer Nottingham Pet Mar 9 Ord Mar 9

ZEALANDER, JACOB, Grafton st, Mile End rd, Costermonger High Court Pet Mar 11 Ord Mar 11

FIRST MEETINGS.

AKERS (male), Popham rd, Islington, Butcher Mar 24 at 11.30 Bankruptcy bldgs, Carey st

ASTLE, HIRAM, Nottingham, Curtain Manufacturer Mar 21 at 11 Off Rec, 4, Castle pl, Park st, Nottingham

BELL, ERIC JAMES, Eaton ter Mar 24 at 11 Bankruptcy bldgs, Carey st

BOWERS, RICHARD, Kingston upon Hull, Tug Master Mar 23 at 11.30 Off Rec, York City Bank chmbrs, Lowgate, Hull

BOX, HAROLD ARTHUR, Talbot rd, Bayswater Mar 23 at 1 Bankruptcy bldgs, Carey st

BROWN, HENRY, Norwich, Draper Mar 21 at 12.30 Off Rec, 8, King st, Norwich

BROWNING, BENJAMIN, Bradford, Grocer Mar 23 at 11 Off Rec, 12, Duke st, Bradford

BUCKLE AND FELLOWS, Port Talbot, Glam, Builders Mar 21 at 11 Off Rec, Government bldgs, St Mary st, Swansea

DILLON, LUKE, Stretford, Lancs, Carver and Gilder Mar 23 at 2.30 Off Rec, Byrom st, Manchester

EDWARDS, JOHN CLARK, Smethwick, Staffs, Works Manager Mar 24 at 12 Ruskin chmbrs, 191, Corporation st, Birmingham

EDWARDS, SYDNEY GEORGE, Upper Clapton, Tailor's Salesman Mar 23 at 11 Bankruptcy bldgs, Carey st

FARRELL, JAMES, Kingston upon Hull, Fish Curer Mar 25 at 11.30 Off Rec, York City Bank chmbrs, Lowgate Hull

GOODWIN, THOMAS HENRY, Tonyrefail, Glam, Collier Mar 23 at 11.15 Off Rec, St Catherine's chmbrs, St Catherine st, Pontypridd

HADEN, GEORGE, Rednal, Worcester, Baker Mar 24 at 1.30 Ruskin chmbrs, 191, Corporation st, Birmingham

HARTLEY, THOMAS, Wigton, Cumberland, Labourer Mar 23 at 12 34, Fisher st, Carlisle

HEWITT, FREDERICK THOMAS, Bowling, Bradford, Commercial Traveller Mar 21 at 11 Off Rec, 12, Duke st, Bradford

HUGGINS, ROBERT HENRY, Skegness, Chemist Mar 26 at 2.30 Off Rec, 4 and 6, West st, Boston

HUGHES, JOHN WILLIAM, Barnt Green, Worcester, Coal Dealer Mar 25 at 11.30 Ruskin chmbrs, 191, Corporation st, Birmingham

LAPORTE, LEON, Twickenham, Hairdresser Mar 23 at 11 14, Bedford row

MALCOLM, WILLIAM ROBERT, Quex rd, Kilburn, Merchant Mar 25 at 11 Bankruptcy bldgs, Carey st

MASON, CHARLES SAMUEL, Prestbury, Glos, Greengrocer Mar 21 at 3.30 County Court bldgs, Cheltenham

MILLS, HENRY THOMAS, Great Eastern st, Shoreditch, Ironmonger Mar 25 at 12 Bankruptcy bldgs, Carey st

MORBEY, LONEN, Sleaford, Lincoln, Carter Mar 26 at 2 Off Rec, 4 and 6, West st, Boston

MORRELL, CHARLES, Dorchester Mar 23 at 12 Off Rec, 1, St Aldates, Oxford

MORRIS, SHEMELD and WILDE, Northampton, Shopfitters, Mar 21 at 12 Off Rec, The Parade, Northampton

ONGLEY, FREDERICK WILLIAM, Liverpool, General Draper Mar 24 at 12 Off Rec, Union Marine bldgs, 11, Dale st, Liverpool

PARTRIDGE ARTHUR FREDERICK, Wellington, Hereford, Farmer Mar 25 at 12.30 2, Offa st, Hereford

PAULING, FREDERICK, Burnley, Hotel Porter Mar 24 at 2.30 Off Rec, Figtree ln, Sheffield

PAYNE, CHRISTOPHER ROBERT, Methwold, Norfolk Mar 21 at 1 Off Rec, 8, King st, Norwich

PEARCE, FREDERICK, Moamouth, Oil and General Dealer Mar 24 at 11 Off Rec, 144, Commercial st, Newport, Mon

PINCH, ALBERT THOMAS, Wolviston, Durham, Groom Mar 21 at 11 Off Rec, Court chmbrs, Albert rd, Middlesbrough

RASTALL, JOHN HENRY, Tyburn, Erdington, Birmingham Mar 23 at 11.30 Ruskin chmbrs, 191, Corporation st, Birmingham

RICHES, SIDNEY, Watlington, Norfolk, Plumber Mar 21 at 12 Off Rec, 8, King st, Norwich

ROYSE, WALTER HAROLD WESTMORELAND, Manchester Manager Mar 23 at 3 Off Rec, Byrom st, Manchester

SMITH, ALEXANDER, Wollaston, nr Stourbridge, Wine Merchant Mar 24 at 12 Off Rec, 1, Priory st, Dudley

SOWLER, FREDERICK WILLIAM, Redcar, Fruiterer Mar 23 at 12 Off Rec, Court chmbrs, Albert rd, Middlesbrough

WALLACE, ELIZABETH ANN, Darlington Mar 23 at 12.30 Off Rec, Court chmbrs, Albert rd, Middlesbrough

WESTON, ARTHUR WILLIAM, Cardiff, Credit Draper Mar 25 at 3 117, St Mary st, Cardiff

YOUNG, JAMES CHARLES, Darlington, Railway Clerk Mar 23 at 11.30 Off Rec, Court chmbrs, Albert rd, Middlesbrough

ZEALANDER, JACOB, Grafton st, Mile End rd, Costermonger Mar 25 at 11 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

BOWERS, RICHARD, Kingston upon Hull, Tug Master Kingston upon Hull Pet Mar 9 Ord Mar 9

BROWN, HENRY, Norwich, Draper Norwich Pet Mar 8 Ord Mar 11

BROWNING, BENJAMIN, Bradford, Grocer Bradford Pet Mar 11 Ord Mar 11

CAMDEN, ERNEST KINSLEY, Abergavenny, Mon, Cycle Dealer Tredegar Pet Mar 9 Ord Mar 9

CAWDRON, HENRY, and GEORGE CAWDRON, Martin, nr Timberland, Lincs, Farmers Boston Pet Mar 11 Ord Mar 11

CULLEN, WILLIAM PREST MAC, Minster, Kent, Draper Canterbury Pet Jan 23 Ord Mar 2

DA SILVA DARIO CAETANO, Cardiff, Consulate Clerk Cardiff Pet Jan 12 Ord Mar 9

DILLON, LUKE, Stretford, Lancs, Carver and Gilder Salford Pet Mar 9 Ord Mar 9

EDWARDS, SYDNEY GEORGE, Upper Clapton, Tailor's Salesman High Court Pet Mar 11 Ord Mar 11

FARRELL, JAMES, Kingston upon Hull, Fish Curer Kingston upon Hull Pet Mar 11 Ord Mar 11

GOODWIN, THOMAS HENRY, Tonyrefail, Glam, Collier Pontypridd Pet Mar 9 Ord Mar 9

HARRISON, WILLIAM CHRISTOPHER WARDE, Coalport, nr Ironbridge, Salop Shrewsbury Pet Jan 30 Ord Mar 10

HAWKE, FLORENCE ADA, Newquay, Cornwall Truro Pet Feb 21 Ord Mar 9

HAYNES, JAMES SHELDON, Egremont, Chester Company Promotor Birkenhead Pet Feb 11 Ord Mar 7

HEWITT, FREDERICK THOMAS, Bradford, Commercial Traveller Bradford Pet Mar 9 Ord Mar 9

HIRD, JAMES, Durham, Grocer Durham Pet Mar 9 Ord Mar 9

HOWARTH, HENRY HULME, Fulwood, nr Preston, Timber Merchant Preston Pet Mar 10 Ord Mar 10

HUGHES, JOHN WILLIAM, Barnt Green, Worcester, Coal Dealer Birmingham Pet Mar 9 Ord Mar 9

KAY, LAZARUS, Manchester, Ladies' Tailor Manchester Pet Mar 10 Ord Mar 10

KINGSBURY, THOMAS JEREMIAH, Tunbridge Wells, Currier Tunbridge Wells Pet Mar 5 Ord Mar 10

MACPHERSON, MICHAEL, Swansea, Wholesale Fruit Merchant Swansea Pet Feb 21 Ord Mar 9

MALCOLM, WILLIAM ROBERT, Quex rd, Kilburn, Merchant High Court Pet Mar 10 Ord Mar 10

MANN, WILLIAM HENRY, Uxbridge rd, W Ealing, Photographer Brentford Pet Mar 3 Ord Mar 6

MEGSON, JOHN, Bedale, Yorks, Cabinet Maker Northallerton Pet Mar 9 Ord Mar 9

MILLS, HENRY THOMAS, Great Eastern st, Shoreditch, Ironmonger High Court Pet Mar 11 Ord Mar 11

NEWMAN, THOMAS HENRY, York, Tailor York Pet Feb 7 Ord Mar 10

PAGE, JOHN CHAMBERS, Wootton Basset, Wilts, Relieving Officer Swindon Pet Mar 10 Ord Mar 10

PATTERSON, HAROLD DORMAN, Maidenhead Windsor Pet Jan 27 Ord Mar 11

PAYNE, CHRISTOPHER, ROBERT, Methwold, Norfolk Norwich Pet Jan 28 Ord Mar 11

PEACOCK, HARRY, Rushden, Northampton, House Decorator Northampton Pet Mar 10 Ord Mar 10

PINE, EDWARD JOHN VINTON, Bristol, Outdoor Beerhouse Keeper Bristol Pet Mar 10 Ord Mar 10

POPE, JOHN, East Ham, Essex High Court Pet Oct 24 Ord Mar 9

RAMSBOTTOM, JOHN ARTHUR, Hurstead, Rochdale High Court Pet Jan 19 Ord Mar 10

RILEY, WILLIAM, Burnley, Watchmaker Burnley Pet Mar 11 Ord Mar 11

SMITH, JAMES WILLIAM GILBART, Cambridge ter, Hyde park Hastings Pet Nov 27 Ord Mar 10

SMITH, SYDNEY CHARLES, Darlington, Motor Engineer Stockton on Tees Pet Mar 10 Ord Mar 10

STRUDWICK, ETHELBERT ELLIS, Bawtry, Yorks, Builder Sheffield Pet Mar 9 Ord Mar 9

THURSTON, GEORGE JAMES, jun, Lowestoft, Carting Contractor Great Yarmouth Pet Mar 9 Ord Mar 9

WALLACE, ELIZABETH ANN, Darlington Stockton on Tees Pet Mar 7 Ord Mar 7

WEBSTER, EDMUND, Wardlow, Derby, Farmer Nottingham Pet Mar 9 Ord Mar 9

ZEALANDER, JACOB, Grafton st, Mile End, Costermonger High Court Pet Mar 11 Ord Mar 11

London Gazette.—TUESDAY, March 17.

RECEIVING ORDERS.

AMBROSE, WILLIAM, Feltwell, Norfolk, Farmer Norwich Pet Mar 13 Ord Mar 13

BOLTON, MARY, Oxford Oxford rd Pet Mar 14 Ord Mar 14

BROAD, GEORGE, Abingdon, Berks, Decorator Oxford Pet Mar 13 Ord Mar 13

BULTEEL, WALTER, Holbeton, Devon, Race Horse Trainer Plymouth Pet Feb 7 Ord Mar 12

BUTLIN, SAMUEL, Welton, Northampton, Farmer Northampton Pet Mar 13 Ord Mar 13

DAVIES, ROBERT, Corwen, Merioneth, Tailor Wrexham Pet Mar 11 Ord Mar 11

DIMMOCK, A L, & Co, Victoria st, Boot and Shoe Dealers High Court Pet Feb 21 Ord Mar 6

FACEY, REGINALD AMBROSE, St Quintin av, North Kensington, Medical Practitioner High Court Pet Mar 3 Ord Mar 12

FEAR, FREDERICK HENRY, Troorchy, Glam, Collier Pontypridd Pet Mar 12 Ord Mar 12

FIXTER, CLARA, Woodhall Spa, Lincs Lincoln Pet Mar 14 Ord Mar 14

FORTNER, CARL LUDWIG, Mitcham, Surrey, Paper Mache Worker Croydon Pet Mar 13 Ord Mar 13

FRANKLIN, EDWARD, Gloucester, Carpenter Gloucester Pet Mar 14 Ord Mar 14

HENDERSON, MATTHEW, Bradford, Photographer Bradford Pet Mar 13 Ord Mar 13

HOLDEN, ELIZA, Barnsley Barnsley Pet Mar 12 Ord Mar 12

HOLLOWAY, EDWARD THOMAS, Essex ct, Temple, Barrister at Law High Court Pet Dec 8 Ord Mar 13

HOPKINS, RICHARD M, Plymouth, Royal Navy Plymouth Pet Mar 3 Ord Mar 13

HORNE, HARRY, Paul st, Finsbury, Company Director High Court Pet Jan 9 Ord Mar 13

JAMES, THOMAS, Swansea, Tailor Carmarthen Pet Mar 14 Ord Mar 14

JOHNS, ANTHONY LEATON SHIELDS, Gainsborough, Engineer Lincoln Pet Mar 10 Ord Mar 10

KIRKPATRICK, Capt H F, Belgrave rd High Court Pet Oct 3 Ord Mar 11

KRAMER, MORRIS, and Co, Whitechapel, Trimmings Sellers High Court Pet Mar 3 Ord Mar 14

MILLER, ROBERT, Hither Green, Lewisham, Hairdresser's Manager High Court Pet Mar 13 Ord Mar 13

NACCI, FRANCIS ARTHUR, Cheetham, Manchester Manchester Pet Feb 28 Ord Mar 13

NICOL, ROBERT HENRY, Erith, Kent High Court Pet Feb 4 Ord Mar 11

O'CONNOR, THOMAS, Caerau, nr Bridgend, Colliery Haulier Cardiff Pet Mar 13 Ord Mar 13

PHILLIPS, JAMES, Nantymoel, Glam, Colliery Labourer Cardiff Pet Mar 12 Ord Mar 12

PLEWS, JACOB ROBINSON, Middlesbrough, Steam Hauling Contractor Middlesbrough Pet Mar 13 Ord Mar 13

RIGBY, JOHN, Ashton in Makerfield, Lancs, Lock and Hinge Manufacter Wigan Pet Mar 14 Ord Mar 14

SEYMOUR, ROBERT SHIRLEY, Fulham, Jobbing Builder High Court Pet Mar 13 Ord Mar 13

SHEPHERD, JOHN GEORGE, Aberavon, Labourer Neath and Aberavon Pet Mar 13 Ord Mar 13

STAPLETON, ETHEL, Woodhall Spa, Lincs Lincoln Pet Mar 14 Ord Mar 14

STORMONT, ARTHUR W, Great Winchester st, Financier High Court Pet Feb 10 Ord Mar 12

TOSH, H S, Queen Victoria st, Merchant High Court Pet Mar 10 Ord Mar 12

TRIMBACK, EUGEN, Warbeck rd, Shepherd's Bush, Motor Car Dealer High Court Pet Jan 19 Ord Mar 12

WARNER, JAMES ALFRED, Cradley, Hereford, Builder Worcester Pet Mar 12 Ord Mar 12

WHYERS, JOHN WILLIAM, Boston, Lincs, Tailor Boston Pet Mar 12 Ord Mar 12